THE CITY OF SAN FERNANDO

San Fernando City Council

Regular Meeting Notice and Agenda

March 19, 2018 – 6:00 PM

City Hall Council Chambers
117 MacNeil Street
San Fernando, CA 91340

One Councilmember will participate via teleconference from:

74 Brandon Drive, Goleta, CA 93117

Pursuant to Government Code Section 54953, members of the public will be able to participate from the teleconference location.

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Vice Mayor Antonio Lopez
Councilmember Jaime Soto
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

PRESENTATIONS

a) SAN FERNANDO STREET FESTIVAL UPDATE
Christina Cardenas, Evan Brooks Associates

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

CITY COUNCIL - LIAISON UPDATES

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) REQUEST TO APPROVE THE MINUTES OF MARCH 5, 2018 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 18-032 approving the Warrant Register.

PUBLIC HEARING

3) CONSIDERATION TO ADOPT A ZONE TEXT AMENDMENT AMENDING SECTION 106-6 (DEFINITIONS) OF ARTICLE I (IN GENERAL) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO PROVIDE ADDED CLARIFICATION REGARDING THE METHODOLOGY FOR CALCULATING LOT AREA WITHIN R-1 RESIDENTIAL ZONES

Recommend that the City Council:

a. Conduct a Public Hearing;

b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1675 titled, "An Ordinance of the City Council of the City of San Fernando, California, Amending Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code to provide added clarification regarding the methodology for calculating lot area within R-1 Residential Zones"; and

c. Affirm the City's determination that the proposed Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and therefore no further environmental review is required.

ADMINISTRATIVE REPORTS

4) REVIEW OF PRIOR YEARS' CITY-WIDE STRATEGIC GOALS AND CITY COUNCIL PRIORITIES AND WORK PROGRAM DISCUSSION FOR FISCAL YEAR (FY) 2018-2019

Recommend that the City Council:

a. Receive an update from staff on the status of prior years' City Council priorities; and

b. Provide direction to staff related to City-wide Strategic Goals and City Council Priorities to guide preparation of the FY 2018-2019 budget.

5) CONSIDERATION TO AWARD A CONTRACT FOR SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN WEST CITY LIMIT AND SOUTH HUNTINGTON STREET, CDBG PROJECT NO. 601882-17 JOB NO. 7599, PLAN NO. P-724

Recommend that the City Council:

a. Approve plans and specifications for the San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Job No. 7599, Plan No. P-724;

b. Accept the lowest responsive bid from Toro Enterprises, Inc., for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc, (Contract No. 1881) for an amount not to exceed $231,190.00;

d. Establish an amount of 20% of the contract amount ($42,638.00), as a contingency, to cover the cost of unforeseen construction expenses; and

e. Adopt Resolution No. 7841 amending the City's FY 2017-2018 budget to appropriate $82,465 in grant funds awarded by the Community Development Commission.

6) CONSIDERATION AND APPROVAL OF A SECOND AMENDMENT TO THE CITY CLERK EMPLOYMENT AGREEMENT TO BRING BENEFITS PACKAGE IN LINE WITH CITY DEPARTMENT HEADS

Recommend that the City Council approve an amendment to the City Clerk Employment Agreement (Contract No. 1804(b)).

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC
City Clerk
Signed and Posted: March 15, 2018 (4:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting
San Fernando City Council

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SAN FERNANDO CITY COUNCIL
MINUTES

MARCH 5, 2018 – 5:00 P.M.
SPECIAL MEETING

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo, Robert C. Gonzales (arrived at 5:22 p.m.), Jaime Soto (arrived at 5:21 p.m.)

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Ruben Quintana SFPEA, talked about their membership, the work they've done for the City, and what they're requesting in the new contract.

RECESS TO CLOSED SESSION (5:03 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6

Designated City Negotiators:
City Manager Alexander P. Meyerhoff
Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla
Employees and Employee Bargaining Units that are the Subject of Negotiation:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
G.C. §54957
Title of Employee: City Manager

C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS EXISTING LITIGATION – WORKER'S MOUNTAIN VALLEY ASSEMBLY LLC v. CITY OF SAN FERNANDO
G.C. §54956.9(d)(1)
LASC Case No. BC682254

D) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS AND PROVIDE UPDATES ON MULTIPLE EXISTING LITIGATION MATTERS
G.C. §54956.9(d)(1)

Jorge Bayardo v. City of San Fernando, LASC Case No. BC626481
Kevin Yoo v. City of San Fernando, LASC Case No. BC626482
Young Bin Cho v. City of San Fernando, LASC Case No. BC626478
Jeffrey Pak v. City of San Fernando, LASC Case No. BC626480
Saul Garibay v. City of San Fernando, LASC Case No. BC626479

RECESS (6:06 P.M.)

Recess was called at this time in order to continue with the regular meetings of the Successor Agency and the City Council.

RECONVENE/RECESS (8:38 P.M.)

RECONVENE/REPORT OUT FROM CLOSED SESSION (9:17 P.M.)

Assistant City Attorney Padilla reported the following:

Items A, C, & D – General direction was given by the City Council but no final action was taken.

Item B – Was not considered (will be agendized at next meeting).

ADJOURNMENT (9:17 P.M.)

Motion by Councilmember Fajardo, seconded by Mayor Ballin, to adjourn. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 5, 2018, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: March 19, 2018

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-032 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable for the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy City Manager/Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy City Manager/Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 18-032

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

ATTACHMENT "A"

RESOLUTION NO. 18-032

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-032

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of March, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist **Voucher List** Page: 1
03/13/2018 4:35:43PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209451	3/19/2018	891587 ABLE MAILING INC.	27443		FEB'18-WATER BILLS FULFILLMENT SF	
				11607	072-360-0000-4300	89.98
				11607	070-382-0000-4300	89.98
			27444		WATER ENVELOPE STORAGE FEE-JAN	
					072-360-0000-4300	12.50
					070-383-0000-4300	12.50
					Total :	**204.96**
209452	3/19/2018	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0218		FEB-ON CALL MAINTENANCE SERVICE	
				11550	072-360-0000-4260	903.00
					Total :	**903.00**
209453	3/19/2018	892493 AG PRINTING & TROPHIES	021918		BANNER FOR OPEN STREETS EVENT	
				11753	010-420-3711-4260	2,376.00
					Total :	**2,376.00**
209454	3/19/2018	100143 ALONSO, SERGIO	FEB 2018		MMAP INSTRUCTOR	
					109-424-3678-4260	720.00
					108-424-3694-4260	480.00
					Total :	**1,200.00**
209455	3/19/2018	100164 AMERICAN PLANNING ASSOCIATION	272650-180107		ANNUAL MEMBERSHIP-CCD DIRECTOI	
					001-150-0000-4380	725.00
					Total :	**725.00**
209456	3/19/2018	100191 ANGELES SHOOTING RANGE	10156		TRAINING	
					001-225-0000-4360	75.00
					Total :	**75.00**
209457	3/19/2018	100222 ARROYO BUILDING MATERIALS, INC	205261		LOCAL HARDWARE PURCHASES	
				11685	015-310-0866-4600	164.23
			205265		LOCAL HARDWARE PURCHASES	
				11685	015-310-0866-4600	109.21
					Total :	**273.44**
209458	3/19/2018	890546 BARAJAS, CRYSTAL	FEB 2018		MMAP MENTOR INSTRUCTOR	

vchlist **Voucher List** Page: 2
03/13/2018 4:35:43PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209458	3/19/2018	890546 BARAJAS, CRYSTAL	(Continued)			
					109-424-3678-4260	272.00
					Total :	**272.00**
209459	3/19/2018	889166 BARAJAS, MARIA	2/03/18- 3/02/18-TRX		TRX STRENGTH TRAINING INSTRUCTO	
					017-420-1337-4260	80.00
			2/3/18-3/2/18-CROSS		CROSSFIT/CARDIO INSTRUCTOR	
					017-420-1337-4260	200.00
			2/3/18-3/2/18-CYCLIN		CYCLING INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**340.00**
209460	3/19/2018	100311 BARR ELECTRIC CO.	18042		EV CHARGING STATIONS - ELECTRICA	
				11711	010-335-3699-4600	8,739.47
				11711	029-335-3699-4600	8,739.46
			18043		EV CHARGING STATIONS - ELECTRICA	
				11711	010-335-3699-4600	817.92
				11711	029-335-3699-4600	817.93
			18060		REPAIR DAMAGE TO SERVERS DO PO'	
					001-222-0000-4260	1,015.41
					Total :	**20,130.19**
209461	3/19/2018	892426 BEARCOM	4673312		COMPUTER MAINTENANCE CONTRAC	
				11614	001-135-0000-4260	7,173.35
					Total :	**7,173.35**
209462	3/19/2018	890838 BLUE TARP CREDIT SERVICES	39784300		VEHICLE MAINTENANCE AND REPAIR I	
				11686	041-1215	199.90
					Total :	**199.90**
209463	3/19/2018	892814 BORJA, CONNIE	2000077.003		SENIOR TRIP REFUND	
					004-2383	10.00
			2000078.003		SENIOR TRIP REFUND	
					004-2383	10.00
					Total :	**20.00**
209464	3/19/2018	888800 BUSINESS CARD	022218		MEMBERSHIP DUES 2018	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209464	3/19/2018	888800 BUSINESS CARD	(Continued)			
					001-222-0000-4370	60.00
			030218		ONLINE RECRUITMENT FOR POLICE C	
					001-222-0000-4260	360.00
			030518		SERVICE RIBBON YARDAGE	
					001-222-0000-4300	1,009.69
			030518		PARKING-ICI FINANCIAL CRIME COURS	
					001-224-0000-4360	35.00
					Total :	**1,464.69**
209465	3/19/2018	888800 BUSINESS CARD	020518		RGSTR FEE-INTERMEDIATE GOV ACC	
					001-130-0000-4360	150.00
			022118		CERT OF ACHIEVEMENT AWARD-EXCE	
					001-130-0000-4370	435.00
			022218		LODGING-CSFMO ANNUAL CONFEREN	
					001-130-0000-4370	191.29
			022518		DINNER-2018 LCW CONF ON 02/26-02/	
					001-130-0000-4370	25.16
					001-222-0000-4370	25.16
			022818		FINANCE CHARGE	
					001-190-0000-4435	57.64
			030218		DINNER-2018 LCW CONF ON 02/26-02/	
					001-130-0000-4370	25.42
					001-222-0000-4370	25.42
			030218		LODGING-2018 LCW CONF ON 02/26-02	
					001-222-0000-4370	976.02
			030218		AIRPORT PARKING-2018 LCW CONF OI	
					001-130-0000-4370	35.00
			030518		CREDIT-DINNER-2018 LCW CONF ON	
					001-130-0000-4370	-1.02
					001-222-0000-4370	-1.02
					Total :	**1,944.07**
209466	3/19/2018	100462 BYRD INDUSTRIAL ELECTRONICS	1109-17		INTEGRATE THE NITRATE SYSTEM & V	
				11479	070-385-0857-4600	1,267.32
			4895REV-1		INTEGRATE THE NITRATE SYSTEM & V	
				11479	070-385-0857-4600	4,995.15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209466	3/19/2018	100462 100462 BYRD INDUSTRIAL ELECTRONICS	(Continued)		**Total :**	**6,262.47**
209467	3/19/2018	890368 C & M TOPSOIL, INC	63137		SOIL FOR ALL PARKS	
					043-390-0000-4300	516.56
					Total :	**516.56**
209468	3/19/2018	103619 CARL WARREN & CO.	1837430		LEGAL SERVICES	
					006-190-0000-4800	1,350.00
			1837431		LEGAL SERVICES	
					006-190-0000-4800	375.00
			1837432		LEGAL SERVICES	
					006-190-0000-4800	375.00
			1837433		LEGAL SERVICES	
					006-190-0000-4800	375.00
					Total :	**2,475.00**
209469	3/19/2018	891860 CARL WARREN & COMPANY	10318-10319		REIMB. TO ITF ACCT (LIABILITY CLAIM	
					006-1037	2,303.90
					Total :	**2,303.90**
209470	3/19/2018	891767 CHAVEZ, ELIZABETH	02/03/18-03/02/18		ZUMBA INSTRUCTOR	
					017-420-1337-4260	75.00
					Total :	**75.00**
209471	3/19/2018	888296 CHIEF SUPPLY CORPORATION	379639		REPLACEMENT OF SHIRT UNIFORM	
					001-222-0000-4300	77.48
					Total :	**77.48**
209472	3/19/2018	100713 CITY OF GLENDALE	GLN0000007559		WASTEMASTER COAST SHARE AGREE	
					070-381-0000-4270	2,999.10
			GLN0000007606		WASTEMASTER COAST SHARE AGREE	
					070-381-0000-4270	2,969.25
					Total :	**5,968.35**
209473	3/19/2018	100731 CITY OF LOS ANGELES	74WP170000142		ASSSC CAPITAL PORTION-MARCH 201	
				11641	072-360-0629-4260	147,704.00
			74WP170000142		O&M PORTION OF ASSSC-MARCH 201	
				11640	072-365-0629-4600	196,525.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209473	3/19/2018	100731 100731 CITY OF LOS ANGELES	(Continued)		**Total :**	**344,229.00**
209474	3/19/2018	103029 CITY OF SAN FERNANDO	17759-17855		WORKER'S COMP REIMB	
					006-1035	25,749.96
					Total :	**25,749.96**
209475	3/19/2018	100715 CITY-WIDE FIRE PROTECTION CO.	71001		ANNUAL FIRE EQUIP CERT TEST @ LP	
					043-390-0000-4260	674.00
					Total :	**674.00**
209476	3/19/2018	100805 COOPER HARDWARE INC.	109287		MISC SUPPLIES FOR PW OPERATIONS	
				11672	070-384-0301-4300	38.27
			110032		KEY COPY-TREE LIFT	
					001-370-0301-4300	4.37
					Total :	**42.64**
209477	3/19/2018	100810 COPWARE, INC.	84143		CALIFORNIA PEACE OFFICERS LEGAL	
					001-135-0000-4260	840.00
					Total :	**840.00**
209478	3/19/2018	892687 CORE & MAIN LP	1427644		FIRE HYDRANT & FIRE SERVICE LINE I	
				11682	070-385-0701-4600	2,535.00
			1450829		WATER METERS & FIRE SERVICE MATI	
				11681	070-383-0301-4300	275.15
			1459876		WATER METERS & FIRE SERVICE MATI	
				11681	070-383-0301-4300	342.25
			1494411		WATER METERS & FIRE SERVICE MATI	
				11681	070-383-0301-4300	514.90
			1504227		WATER METERS & FIRE SERVICE MATI	
				11681	070-383-0301-4300	239.85
					Total :	**3,907.15**
209479	3/19/2018	100491 CPS HR CONSULTING	SOP45982		PAYROLL TECH-TESTING MATERIALS	
					001-106-0000-4270	611.60
					Total :	**611.60**
209480	3/19/2018	889093 CRUZ, LUZ	REIMB.		MILEAGE REIMB-ICRMA SEMINAR IN	
					001-131-0000-4370	37.50

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209480	3/19/2018	889093 889093 CRUZ, LUZ	(Continued)		**Total :**	**37.50**
209481	3/19/2018	103868 DAVID EVANS & ASSOCIATES, INC	413801		DESIGN SERVICES FOR SRTS CYCLE 2	
				11728	012-311-0553-4600	9,270.78
			415005		DESIGN SERVICES FOR SRTS CYCLE	
				11727	012-311-0552-4600	25,598.74
					Total :	**34,869.52**
209482	3/19/2018	891533 DEXMEDIA	610036306065		DOMAIN REGISTRATON & E-MAIL HOS	
					001-190-0000-4220	56.73
					Total :	**56.73**
209483	3/19/2018	892816 DIAZ, MARIA	BS1814001		BUILDING PERMIT REFUND-646 N LAZ	
					001-3320-0000	1,049.49
					001-3719-0154	52.71
					Total :	**1,102.20**
209484	3/19/2018	891425 DIAZ, MARISOL	REIMB.		REIMB OF RGSTRS FEE-2018 CPRS CC	
					001-422-0000-4370	87.00
					004-2382	52.37
					Total :	**139.37**
209485	3/19/2018	887518 DURHAM, ALVIN	MARCH 2018		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
209486	3/19/2018	890879 EUROFINS EATON ANALYTICAL, INC	L0254119		WATER ANALYSIS-F694680	
					070-384-0000-4260	164.00
			L0353562		WATER ANALYSIS-F694683	
					070-384-0000-4260	24.00
			L0355255		WATER ANALYSIS-F696000	
					070-384-0000-4260	164.00
			L0369938		WATER ANALYSIS-F713578	
					070-384-0000-4260	50.00
			L0370321		WATER ANALYSIS-F703037	
					070-384-0000-4260	525.00
			L0370326		WATER ANALYSIS-F713586	
					070-384-0000-4260	225.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209486	3/19/2018	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0370543		WATER ANALYSIS-F703162	
					070-384-0000-4260	900.00
					Total :	**2,052.00**
209487	3/19/2018	890897 EVAN BROOKS ASSOCIATES, INC	18002-10		MGMT SERVS RELATED TO HEALTHY S	
				11655	010-420-3711-4260	53,156.46
					Total :	**53,156.46**
209488	3/19/2018	103851 EVERSOFT, INC.	R1788295		WATER SOFTNER-WELL 2A	
					070-384-0000-4260	153.24
			R1788296		WATER SOFTNER-WELL 4A	
					070-384-0000-4260	151.26
					Total :	**304.50**
209489	3/19/2018	101147 FEDEX	6-105-68808		COURIER SERVICE	
					001-190-0000-4280	47.33
					Total :	**47.33**
209490	3/19/2018	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER	
					070-384-0000-4220	54.74
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	50.63
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	112.75
			209-188-4362-031792		POLICE MAJOR PHONE LINES	
					001-222-0000-4220	615.98
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	81.84
					070-384-0000-4220	216.61
					001-420-0000-4220	247.82
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	33.43
			818-365-5097-120298		PD NARCOTICS VAULT	
					001-222-0000-4220	33.30
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	33.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209490	3/19/2018	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	313.30
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	115.11
					Total :	**1,908.73**
209491	3/19/2018	892173 FS CONTRACTORS, INC.	2359		SAN FERNANDO DOWNTON REVITALIZ	
				11738	010-311-6676-4600	103,861.62
				11738	008-311-6676-4600	13,456.38
					010-2037	-5,193.08
					008-2037	-672.82
					Total :	**111,452.10**
209492	3/19/2018	891823 GARCIA, LUCERO	29410		WATER DEP REFUND-ACCT NOT OPEN	
					070-3901-0000	100.00
					Total :	**100.00**
209493	3/19/2018	892821 GHACHAM, HUSSEIN	33-2085-01		WATER ACCT REFUND-1148 SFRD	
					070-2010	1,668.11
					Total :	**1,668.11**
209494	3/19/2018	101279 GOMEZ-GARCIA, SONIA	TRAVEL		PER DIEM-CSMFO CONFERENCE IN RI	
					001-130-0000-4370	123.12
					Total :	**123.12**
209495	3/19/2018	892550 GOVEA, DAVID	FEB 2018		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	**50.00**
209496	3/19/2018	101376 GRAINGER, INC.	9712985614		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	95.71
			9717147673		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	105.47
			9717909759		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	24.42
					Total :	**225.60**

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209497	3/19/2018	101434 GUZMAN, JESUS ALBERTO	FEB 2018		MMAP INSTRUCTOR	
					109-424-3678-4260	1,200.00
					108-424-3694-4260	800.00
					Total :	**2,000.00**
209498	3/19/2018	891053 HAUPT, THEALE E	MARCH 2018		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
209499	3/19/2018	888647 HDL SOFTWARE, LLC	0011936-IN		DEC-BUSINESS LICENSE ADMIN SERV	
				11634	001-130-0000-4260	28,575.25
			0012024-IN		JAN'18-BUSINESS LICENSE ADMIN SEF	
				11634	001-130-0000-4260	5,624.47
					Total :	**34,199.72**
209500	3/19/2018	101599 IMAGE 2000 CORPORATION	181971		VARIOUS COPIER MAINT CONTRACT 0	
					001-135-0000-4260	1,213.34
					072-360-0000-4450	44.23
					001-135-0000-4260	178.67
			182821		SHIPPING CHARGE-ADMIN TONER	
					001-190-0000-4300	8.50
					Total :	**1,444.74**
209501	3/19/2018	891570 INNOVATIVE TELECOM. SYSTEMS	2282		TELEPHONE EQUIPMENT MAINT-APRII	
					001-190-0000-4260	395.00
					Total :	**395.00**
209502	3/19/2018	101647 INTERSTATE BATTERY	30075054		BATTERIES FOR FLEET	
				11751	041-1215	115.09
					Total :	**115.09**
209503	3/19/2018	891777 IRRIGATION EXPRESS	15109536-00		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	91.23
					Total :	**91.23**
209504	3/19/2018	887952 J. Z. LAWNMOWER SHOP	18935		SMALL EQUIPMENT REPAIR	
				11690	043-390-0000-4300	68.88
			18937		SMALL EQUIPMENT REPAIR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209504	3/19/2018	887952 J. Z. LAWNMOWER SHOP	(Continued)			
				11690	043-390-0000-4300	546.41
			18938		SMALL EQUIPMENT REPAIR	
				11690	001-346-0000-4300	63.46
					Total :	**678.75**
209505	3/19/2018	889680 JIMENEZ LOPEZ, JUAN MANUEL	FEB 2018		MMAP INSTRUCTOR	
					109-424-3678-4260	720.00
					108-424-3694-4260	480.00
					Total :	**1,200.00**
209506	3/19/2018	892118 JOHN ROBINSON CONSULTING, INC.	CSF201601-05		CONSULTING SERVICES FOR GRANT /	
				11470	070-381-0000-4260	600.00
					Total :	**600.00**
209507	3/19/2018	102387 K.R. NIDA CORPORATION	2001449		MATL'S TO REPAIR 2-WAY RADIO	
					043-390-0000-4300	637.01
			2001451		RADIO REPEATER REPAIRED	
					043-390-0000-4260	570.00
					Total :	**1,207.01**
209508	3/19/2018	891794 KIMBALL, NICK	REIMB.		TRANSPORTATION TO & FROM AIRPOF	
					001-130-0000-4370	244.76
					Total :	**244.76**
209509	3/19/2018	891738 KNIGHT COMMUNICATIONS INC	2010940		IT MANAGEMENT SERVICES-MAR 2018	
				11588	001-135-0000-4270	10,000.00
					Total :	**10,000.00**
209510	3/19/2018	888138 KOPPL PIPELINE SERVICES, INC.	18598		INSTALL OF WATER LINE - 919 1ST	
					070-383-0000-4260	360.00
					Total :	**360.00**
209511	3/19/2018	101990 L.A. COUNTY METROPOLITAN	101687		TAP CARDS-JAN 2018	
					007-440-0441-4260	1,261.00
					Total :	**1,261.00**
209512	3/19/2018	101971 L.A. MUNICIPAL SERVICES	500-750-1000		ELECTRIC-13655 FOOTHILL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209512	3/19/2018	101971 L.A. MUNICIPAL SERVICES	(Continued)			
					070-384-0000-4210	193.93
					Total :	**193.93**
209513	3/19/2018	102003 LOS ANGELES COUNTY	RE-PW-18021204622		INDUSTRIAL WASTE CHARGES-JAN 20	
				11654	072-360-0000-4450	1,347.59
					Total :	**1,347.59**
209514	3/19/2018	100886 LOS ANGELES DAILY NEWS	0011058321		PUBLICATION FEES-927 SEVENTH	
					001-2205	752.05
					Total :	**752.05**
209515	3/19/2018	102023 LOS ANGELES TIMES	10005456710		SUBSCRIPTION FEE INCREASE	
					001-225-0000-4350	43.12
					Total :	**43.12**
209516	3/19/2018	892819 MALABAR CHURCH, ST.ALPHONSA-SYRO	31-0155-01		WATER ACCT REFUND-607 FOURTH	
					070-2010	182.72
					Total :	**182.72**
209517	3/19/2018	892815 MARTINEZ, MARIA	2000079.003		SENIOR TRIP REFUND	
					004-2383	15.00
					Total :	**15.00**
209518	3/19/2018	888254 MCCALLA COMPANY	177399		GLOVES	
					001-222-0000-4300	213.60
					Total :	**213.60**
209519	3/19/2018	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	33.76
					Total :	**33.76**
209520	3/19/2018	891054 MEJIA, YVONNE G	MARCH 2018		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
209521	3/19/2018	891630 MGT OF AMERICA, INC.	32814		OCT-DEC'17-CONSULTING SERVICES F	
				11749	001-130-0000-4270	1,425.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209521	3/19/2018	891630 891630 MGT OF AMERICA, INC.	(Continued)		**Total :**	**1,425.00**
209522	3/19/2018	892820 MIRANDA JR, ALBERTO	37-1785-04		WATER ACCT REFUND-700 MOTT	
					070-2010	10.11
					Total :	**10.11**
209523	3/19/2018	102226 MISSION LINEN SUPPLY	506828581		LAUNDRY	
					001-225-0000-4350	80.38
			506855459		LAUNDRY	
					001-225-0000-4350	72.15
			506873731		LAUNDRY	
					001-225-0000-4350	80.38
			506901867		LAUNDRY	
					001-225-0000-4350	91.90
			506921627		LAUNDRY	
					001-225-0000-4350	79.95
					Total :	**404.76**
209524	3/19/2018	892731 MONTES, AIDA	MARCH 2018		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00
					Total :	**50.00**
209525	3/19/2018	892535 MORAN, YOVANNI	02/03/18-03/02/18		YOGA INSTRUCTOR	
					017-420-1337-4260	100.00
					Total :	**100.00**
209526	3/19/2018	102325 NAPA AUTO PARTS	5478-955904		TAPPING MACHINE POWER RATCHET	
					070-383-0000-4340	166.80
			5478-956162		OIL FOR ALL WELL MOTORS	
					070-384-0000-4320	263.37
					Total :	**430.17**
209527	3/19/2018	891355 NAREZ, FABIAN	FEB 2018		MMAP MENTOR INSTRUCTOR	
					109-424-3678-4260	272.00
					Total :	**272.00**
209528	3/19/2018	102432 OFFICE DEPOT	103183955001		OFFICE SUPPLIES	
					001-310-0000-4300	-35.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209528	3/19/2018	102432 OFFICE DEPOT	(Continued)			
			104064325001		OFFICE SUPPLIES	
					001-310-0000-4300	36.10
			104065290001		OFFICE SUPPLIES	
					001-310-0000-4300	131.18
			104402119001		OFFICE SUPPLIES	
					043-390-0000-4300	17.29
			104402227001		OFFICE SUPPLIES	
					043-390-0000-4300	103.35
			105076783001		OFFICE SUPPLIES	
					001-310-0000-4300	7.30
			105077056001		OFFICE SUPPLIES	
					001-310-0000-4300	76.99
			1054762225001		OFFICE SUPPLIES (TONER & PAPER)	
					001-150-0000-4300	331.74
			107851588001		OFFICE SUPPLIES (PRINTER TONER)	
					070-384-0000-4310	533.37
			107851701001		OFFICE SUPPLIES	
					070-384-0000-4310	49.25
			109741130001		OFFICE SUPPLIES	
					070-381-0000-4300	38.10
			109741351001		OFFICE SUPPLIES	
					070-384-0000-4310	10.44
			109741352001		BREAK ROOM SUPPLIES	
					070-381-0000-4300	12.77
			109773448001		OFFICE SUPPLIES	
					001-222-0000-4300	118.45
			109773874001		OFFICE SUPPLIES	
					001-222-0000-4300	78.75
			109926333001		OFFICE SUPPLIES	
					043-390-0000-4300	173.61
			110791711001		OFFICE SUPPLIES (GREEN COPY PAPI	
					001-130-0000-4300	215.94
			111233538001		OFFICE SUPPLIES RETURNED	
					070-384-0000-4310	-10.44
			111283884001		OFFICE SUPPLIES	
					001-222-0000-4300	6.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209528	3/19/2018	102432 OFFICE DEPOT	(Continued)			
			111284400001		OFFICE SUPPLIES	
					001-222-0000-4300	12.14
			111284401001		OFFICE SUPPLIES	
					001-222-0000-4300	178.79
			2144273840		OFFICE SUPPLIES	
					001-420-0000-4300	59.78
			2158053453		OFFICE SUPPLIES	
					001-420-0000-4300	16.32
			2158053455		OFFICE SUPPLIES	
					070-383-0000-4310	36.12
			2162982452		OFFICE SUPPLIES	
					043-390-0000-4300	26.27
					Total :	**2,224.57**
209529	3/19/2018	102472 ORANGE COUNTY SHERIFF'S DEPT.	NONPO		RGTRS-ARREST & CONTROL TACTICS	
					001-225-0000-4360	30.00
					Total :	**30.00**
209530	3/19/2018	890095 O'REILLY AUTOMOTIVE STORES INC	4605-276348		VEHICLE MAINTENANCE & REPAIRS	
				11666	041-1215	21.95
			4605-276499		VEHICLE MAINTENANCE & REPAIRS	
				11666	041-320-0390-4400	142.99
			4605-277165		VEHICLE MAINTENANCE & REPAIRS	
				11666	041-320-0390-4400	40.69
					Total :	**205.63**
209531	3/19/2018	892749 PACHECO, VERONICA	FEB 2018		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	**50.00**
209532	3/19/2018	890004 PACIFIC TELEMANAGEMENT SERVICE	969380		PD PAY PHONE-MAR 2018	
					001-190-0000-4220	62.64
					Total :	**62.64**
209533	3/19/2018	892823 PARTOVI, FARHAD	33-0094-11		WATER ACCT REFUND-1147 SFRD	
					070-2010	49.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209533	3/19/2018	892823 892823 PARTOVI, FARHAD	(Continued)		**Total :**	**49.53**
209534	3/19/2018	890324 PEREZ, JUAN	1027		ADDT'L GAME-REFEREE & SCOREKEE	
					017-420-1328-4260	87.00
					Total :	**87.00**
209535	3/19/2018	888555 PEREZ, VALENTIN	022518		MUSIC-SENIOR CLUB DANCE ON 03/17	
					004-2380	1,100.00
					Total :	**1,100.00**
209536	3/19/2018	102623 PIONEER FIRE PROTECTION, INC.	347201		FIRE EXTENGUISHER MAINT-REC PAR	
					043-390-0000-4260	349.90
			347204		FIRE EXTINGUISHER MAINT-LP PARK	
					043-390-0000-4260	571.90
			347205		FIRE EXTINGUISHER MAINT-PIONEER	
					043-390-0000-4260	52.40
			347206		FIRE EXTINGUISHER MAINT-PW OPS C	
					043-390-0000-4260	275.10
			347207		FIRE EXTINGUISHER MAINT-PD	
					043-390-0000-4260	157.20
			347208		FIRE EXTINGUISHER MAINT-CITY HALL	
					043-390-0000-4260	255.00
			347310		FIRE EXTINGUISHER SERVICE-VEH 44	
					070-381-0000-4290	13.10
					Total :	**1,674.60**
209537	3/19/2018	887366 PIONEER MANUFACTURING COMPANY	INV668183		FIELD PAINT FOR SOFTBALL PROG	
					017-420-1334-4300	374.42
					Total :	**374.42**
209538	3/19/2018	890584 POWERLINE BATTERY SPECIALIST	19683		BATTERIES FOR FLEET	
					041-1215	429.44
					Total :	**429.44**
209539	3/19/2018	891379 PROTECT YOUTH SPORTS	582015		BACKGROUND CHECK-YOUTH BBAL C	
					017-420-1328-4260	20.95
					Total :	**20.95**

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209540	3/19/2018	102737 QUINTANA, RUBEN	REIMB.		REIMB FOR MEN'S SHOES FOR METEF	
					070-384-0000-4310	63.28
					Total :	**63.28**
209541	3/19/2018	892818 RAMIREZ, IVAN	02082018		DAMAGE CLAIM REIMBURSEMENT	
					006-190-0000-4800	130.00
					Total :	**130.00**
209542	3/19/2018	102779 RAMIREZ, THOMAS	FEB 2018		KARATE INSTRUCTOR	
					017-420-1326-4260	480.00
					Total :	**480.00**
209543	3/19/2018	891881 REMENIH, MICHAEL	FEB 2018		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	**50.00**
209544	3/19/2018	889602 RESPOND SYSTEMS	296999		FIRST AID STATIONS REFILL	
					041-320-0000-4450	42.85
					072-360-0301-4300	72.51
					070-381-0000-4300	72.51
					001-311-0000-4300	72.51
					027-344-0000-4300	72.54
					Total :	**332.92**
209545	3/19/2018	887296 ROBLEDO, OLIVIA	FEB 2018		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	**50.00**
209546	3/19/2018	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-756032		STREET LIGHTING, PARKING LOT EQU	
				11752	001-370-0301-4300	190.68
					Total :	**190.68**
209547	3/19/2018	103057 SAN FERNANDO VALLEY SUN	10075		LEGAL AD-ROOFING PROPOSAL	
					043-390-0000-4300	40.63
			10076		LEGAL PUBLICATION-NIB-SF REGIONA	
					001-310-0000-4270	37.50
			10078		LEGAL PUBLICATION-NIB FOR HSIP	
					001-310-0000-4270	37.50

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209547	3/19/2018	103057 SAN FERNANDO VALLEY SUN	(Continued)			
			10130		PUBLICATION OF ORD NO 1672	
					001-115-0000-4230	846.88
					Total :	**962.51**
209548	3/19/2018	892416 SANCHEZ, KARLA	02/03/18-03/02/18		ZUMBA INSTRUCTOR	
					017-420-1337-4260	250.00
					Total :	**250.00**
209549	3/19/2018	891064 SIEMENS INDUSTRY INC	5620015412		ON CALL TRAFFIC SIGNAL MAINTENAN	
				11624	001-371-0301-4300	789.08
					Total :	**789.08**
209550	3/19/2018	103184 SMART & FINAL	030399		SUPPLIES	
					001-423-0000-4300	91.91
					004-2359	66.02
			52381		ENP COFFEE SUPPLIES	
					004-2346	65.06
			528997		TBC MEETING REFRESHMENTS	
					004-2391	7.98
					004-2380	56.82
					Total :	**287.79**
209551	3/19/2018	892199 SMARTPHONE METER READING, LLC	SPMR1804		ANNUAL SMARTPHONE METER READI	
				11633	070-382-0000-4320	1,302.00
				11633	072-360-0000-4320	1,302.00
					Total :	**2,604.00**
209552	3/19/2018	892822 SO CAL COSMO	33-0134-04		WATER ACCT REFUND-1101 SFRD	
					070-2010	103.77
					Total :	**103.77**
209553	3/19/2018	892367 SOLIS, MARGARITA	001-005		L P SENIOR PETTY CASH REIMB.	
					004-2380	166.33
					Total :	**166.33**
209554	3/19/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					043-390-0000-4210	4,002.96

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209554	3/19/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	3,521.99
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	14,992.36
					029-335-0000-4210	1,732.52
					074-320-0000-4210	961.70
					070-384-0000-4210	480.03
					043-390-0000-4210	9,309.36
			2-33-746-5215		ELECTRIC-190 PARK	
					027-344-0000-4210	604.61
			2-39-084-2581		ELECTRIC-1117 SECOND	
					043-390-0000-4210	28.09
					Total :	**35,633.62**
209555	3/19/2018	103251 STANLEY PEST CONTROL	015730		PEST CONTROL-PD	
					043-390-0000-4260	94.00
					Total :	**94.00**
209556	3/19/2018	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUS	287423		DOJ LIVESCAN FINGERPRINTING-FEB'	
					004-2386	3,203.00
					001-222-0000-4270	230.00
					Total :	**3,433.00**
209557	3/19/2018	890615 TBB VALLEY INVESTMENTS LLC	39-0915-04		WATER ACCT REFUND-663 S HUNTING	
					070-2010	46.47
					Total :	**46.47**
209558	3/19/2018	892810 TECHNISOIL GLOBAL INC	28085		TROWELPAVE ASPHALT & CONCRETE	
					001-311-0000-4300	224.36
					Total :	**224.36**
209559	3/19/2018	890094 TECS ENVIRONMENTAL	SFSVZRD2A		NPDES & TMDL SERVICES	
				11559	072-360-0000-4270	6,895.00
			SFSVZRD2B		NPDES & TMDL SERVICES	
				11559	072-360-0000-4270	5,290.00
					Total :	**12,185.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209560	3/19/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	1060175		PAINT & LIGHT BULBS	
					043-390-0000-4300	165.08
			1071293		MATL'S TO INSTALL TV @ 120 MACNEIL	
					043-390-0000-4300	18.48
			4066658		MATL'S FOR FACILITIES SUPERVISOR	
					043-390-0000-4300	31.83
			4066659		ADMIN SHELVES	
					043-390-0000-4300	24.12
			5035963		MATL'S FOR LP PARK BILLARDS ROOM	
					043-390-0000-4300	267.30
			5081592		MATL'S FOR PIONEER PARK MAINT	
					043-390-0000-4300	85.32
					Total :	**592.13**
209561	3/19/2018	103369 TIFCO INDUSTRIES	71337133		FUEL TANK PATCHES & RIVETS	
					041-1215	161.43
					Total :	**161.43**
209562	3/19/2018	103903 TIME WARNER CABLE	10328022818		CABLE-CITY HALL 03/05/18-04/04/18	
					001-190-0000-4220	113.62
			10518022118		REC PARK CABLE - 03/01-03/28	
					001-420-0000-4260	205.53
			222204022018		CABLE-PW OPS 02/29/18-03/28/18	
					043-390-0000-4260	98.13
					Total :	**417.28**
209563	3/19/2018	892525 T-MOBILE	958769818		HOTSPOT & TABLET	
					001-420-0000-4220	49.72
					Total :	**49.72**
209564	3/19/2018	887591 TOM BROHARD & ASSOCIATES	2018-16		PROF TRAFFIC ENGINEERING & TRAN	
				11651	001-310-0000-4270	550.00
					Total :	**550.00**
209565	3/19/2018	887458 TORRES, HECTOR	REIMB.		LUNCH-EVOC FIREARMS TRAINING @	
					001-225-0000-4360	15.00
			REIMB.		LUNCH-IDAP TRAINGING ON 01/22-01/2	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209565	3/19/2018	887458 TORRES, HECTOR	(Continued)			
					001-225-0000-4360	59.30
					Total :	**74.30**
209566	3/19/2018	892738 TRANSIT SYSTEMS UNLIMITED, INC	61920		CNG FUEL FOR FLEET	
					007-313-3630-4402	276.49
					041-320-0390-4402	118.50
					Total :	**394.99**
209567	3/19/2018	891103 TRITECH	PA0006451		RMS AND FBR SOFTWARE	
				11423	020-222-0000-4500	14,962.50
					Total :	**14,962.50**
209568	3/19/2018	103463 U.S. POSTMASTER	FEB 2018		POSTAGE-FEB WATER BILLS	
					072-360-0000-4300	516.86
					070-382-0000-4300	516.85
					Total :	**1,033.71**
209569	3/19/2018	103445 UNDERGROUND SERVICE ALERT	220180672		(38) USA DIGALERT TICKETS	
					070-381-0000-4260	72.70
					Total :	**72.70**
209570	3/19/2018	888241 UNITED SITE SERVICES OF CA INC	114-6199969		PORTABLE TOILET RENTAL-REC PARK	
					001-420-0000-4260	165.07
			114-6347998		PORTABLE TOILET RENTAL-501 FIRST	
					043-390-0000-4260	668.96
			114-6366445		PORTABLE TOILET RENTAL-LAYNE PAI	
					043-390-0000-4260	461.69
			114-6398328		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	140.99
			114-6399568		PORTABLE TOILET RENTAL-REC PARK	
					001-420-0000-4260	173.81
					Total :	**1,610.52**
209571	3/19/2018	103439 UPS	831954098		COURIER SERVICE	
					001-190-0000-4280	171.18
					Total :	**171.18**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209572	3/19/2018	889627 VERIZON CONFERENCING	Z6302825		CONFERENCE CALLS-FEB 2018	
					001-190-0000-4220	48.89
					Total :	**48.89**
209573	3/19/2018	100101 VERIZON WIRELESS-LA	9801840885		MDT MODEMS-PD UNITS	
					001-222-0000-4220	923.56
			9802088446		PLANNING CELL PHONE PLAN	
					001-140-0000-4220	5.40
			9802138069		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	241.17
					001-152-0000-4220	114.03
			9802376199		PD CELL PHONE PLAN	
					001-222-0000-4220	189.38
			9802386163		PW-CITY YARD CELL PHONE PLAN	
					070-384-0000-4220	156.59
					043-390-0000-4220	20.72
					041-320-0000-4220	20.72
					072-360-0000-4220	100.39
			980239614		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	47.38
					070-384-0000-4220	54.14
					001-310-0000-4220	33.39
					Total :	**1,906.87**
209574	3/19/2018	892817 VILLAREAL, VICTOR	02202018		DAMAGE CLAIM REIMBURSEMENT	
					006-190-0000-4800	280.00
					Total :	**280.00**
209575	3/19/2018	891571 WESTERN STAMP, INC	40478		SELF INK STAMP	
					001-222-0000-4300	43.00
					Total :	**43.00**
209576	3/19/2018	890970 WEX BANK	53300919		FUEL FOR FLEET	
					041-320-0152-4402	253.76
					041-320-0221-4402	114.40
					041-320-0222-4402	165.68
					041-320-0224-4402	895.77

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209576	3/19/2018	890970 WEX BANK	(Continued)			
					041-320-0225-4402	4,587.94
					041-320-0226-4402	2.00
					041-320-0228-4402	602.24
					041-320-0311-4402	669.91
					041-320-0312-4402	117.11
					041-320-0320-4402	97.36
					041-320-0346-4402	4.00
					041-320-0370-4402	253.66
					041-320-0390-4402	932.60
					041-320-0420-4402	2.00
					007-313-3630-4402	350.33
					029-335-0000-4402	92.00
					070-381-0000-4402	17.17
					070-382-0000-4402	209.39
					070-383-0000-4402	930.91
					070-384-0000-4402	269.72
					072-360-0000-4402	106.33
					Total :	**10,674.28**
209577	3/19/2018	889138 WIEDER, CAROL	020518		INTERPRETATION SERVICES CC MTG	
					001-101-0000-4270	250.00
					Total :	**250.00**
209578	3/19/2018	891531 WILLDAN ENGINEERING	00616012		DESIGN SERVICES FOR STREET RESU	
				11736	012-311-6673-4600	14,419.00
			00616013		DESIGN SERVICES FOR STREET RESU	
				11736	012-311-6673-4600	18,262.00
					Total :	**32,681.00**
209579	3/19/2018	103710 WONDRIES FLEET GROUP	PC93022		2018 POLICE INTERCEPTOR UTILITY V	
				11737	041-225-0000-4500	28,526.75
					041-225-0000-4500	2,851.80
					Total :	**31,378.55**
209580	3/19/2018	892785 WONG, MICHELLE	02/03/18-03/02/18		YOGA INSTRUCTOR	
					017-420-1337-4260	100.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209580	3/19/2018	892785 892785 WONG, MICHELLE	(Continued)		**Total :**	**100.00**
209581	3/19/2018	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	FEB 2018		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	**50.00**
131	**Vouchers for bank code :**	bank3			**Bank total :**	**859,637.73**
131	**Vouchers in this report**				**Total vouchers :**	**859,637.73**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist Voucher List Page: 1
02/14/2018 5:27:54PM CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209243	2/15/2018	892771 TRAVEL DIMENSION	011918		DEP-SENIOR TRIP TO HAWAII 2018	
					004-2384	800.00
					Total :	**800.00**

1 Vouchers for bank code : bank3 **Bank total :** **800.00**

1 Vouchers in this report **Total vouchers :** **800.00**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
03/09/2018 12:28:05PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209118	2/6/2018	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFIT - FEBRU	
					001-1160	234.96
					Total :	**234.96**
209119	2/6/2018	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - FEBF	
					001-1160	11,538.22
					Total :	**11,538.22**
209120	2/6/2018	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS - FEBI	
					001-1160	2,406.61
					Total :	**2,406.61**
209121	2/8/2018	103648 CITY OF SAN FERNANDO	PR 2-9-18		REIMB FOR PAYROLL & SPECIAL W/E 2	
					001-1003	327,933.02
					007-1003	120.59
					008-1003	1,322.16
					017-1003	28.73
					018-1003	62,995.24
					027-1003	4,656.17
					029-1003	1,719.84
					041-1003	9,042.04
					043-1003	13,734.22
					070-1003	34,172.25
					072-1003	22,932.63
					119-1003	1,435.42
					120-1003	1,974.50
					Total :	**482,066.81**
209245	2/23/2018	103648 CITY OF SAN FERNANDO	PR 2-23-18		REIMBURSEMENT FOR PAYROLL W/E 2	
					001-1003	334,486.15
					007-1003	430.36
					008-1003	1,322.18
					017-1003	28.73
					018-1003	63,122.77
					027-1003	5,033.49
					029-1003	1,598.79

vchlist **Voucher List** Page: 2
03/09/2018 12:28:05PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209245	2/23/2018	103648 CITY OF SAN FERNANDO	(Continued)			
					041-1003	9,450.77
					043-1003	13,664.77
					070-1003	34,086.13
					072-1003	22,248.82
					119-1003	1,435.43
					120-1003	2,340.17
					Total :	**489,248.56**
209246	2/27/2018	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INSURANCE BENEFITS FEE	
					001-1160	3,330.35
					Total :	**3,330.35**

6 Vouchers for bank code : bank3 **Bank total :** **988,825.51**

6 Vouchers in this report **Total vouchers :** **988,825.51**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
02/28/2018 10:34:44AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209345	3/1/2018	100042 ABDALLAH, ALBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,162.21
					Total :	**1,162.21**
209346	3/1/2018	100091 AGORICHAS, JOHN	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	212.97
					Total :	**212.97**
209347	3/1/2018	891039 AGUILAR, JESUS	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
209348	3/1/2018	100104 ALBA, ANTHONY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209349	3/1/2018	891011 APODACA-GRASS, ROBERTA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209350	3/1/2018	100306 BARNARD, LARRY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
209351	3/1/2018	100346 BELDEN, KENNETH M.	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,407.00
					Total :	**1,407.00**
209352	3/1/2018	892233 BUZZELL, CAROL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	197.76
					Total :	**197.76**
209353	3/1/2018	891350 CALZADA, FRANK	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
209354	3/1/2018	100642 CASTRO, RICO	18-Mar		CALPERS HEALTH REIMB	

vchlist **Voucher List** Page: 2
02/28/2018 10:34:44AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209354	3/1/2018	100642 CASTRO, RICO	(Continued)			
					001-180-0000-4127	1,214.46
					Total :	**1,214.46**
209355	3/1/2018	891014 CREEKMORE, CASIMIRA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209356	3/1/2018	891016 DEATON, MARK	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	528.45
					Total :	**528.45**
209357	3/1/2018	100913 DECKER, CATHERINE	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	631.60
					Total :	**631.60**
209358	3/1/2018	100925 DELGADO, RALPH	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
209359	3/1/2018	892102 DOSTER, DARRELL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209360	3/1/2018	100996 DRAKE, JOYCE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209361	3/1/2018	100995 DRAKE, MICHAEL	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	124.65
					072-180-0000-4127	124.65
					Total :	**249.30**
209362	3/1/2018	100997 DRAPER, CHRISTOPHER	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,538.02
					Total :	**1,538.02**
209363	3/1/2018	101044 ELEY, JEFFREY	18-Mar		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209363	3/1/2018	101044 ELEY, JEFFREY	(Continued)			
					001-180-0000-4127	1,657.00
					Total :	**1,657.00**
209364	3/1/2018	891040 FISHKIN, RIVIAN	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209365	3/1/2018	892103 GAJDOS, BETTY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209366	3/1/2018	891351 GARCIA, DEBRA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,304.96
					Total :	**1,304.96**
209367	3/1/2018	891067 GARCIA, NICOLAS	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,211.66
					Total :	**1,211.66**
209368	3/1/2018	101318 GLASGOW, KEVIN	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,538.02
					Total :	**1,538.02**
209369	3/1/2018	891020 GLASGOW, ROBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	354.00
					Total :	**354.00**
209370	3/1/2018	891021 GUIZA, JENNIE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209371	3/1/2018	101415 GUTIERREZ, OSCAR	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209372	3/1/2018	891352 HADEN, SUSANNA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,152.40

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209372	3/1/2018	891352 891352 HADEN, SUSANNA	(Continued)		**Total :**	**1,152.40**
209373	3/1/2018	101440 HALCON, ERNEST	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
209374	3/1/2018	891918 HARTWELL, BRUCE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209375	3/1/2018	101465 HARVEY, DAVID	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209376	3/1/2018	101466 HARVEY, DEVERY MICHAEL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,590.00
					Total :	**1,590.00**
209377	3/1/2018	101471 HASBUN, NAZRI A.	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,093.58
					Total :	**1,093.58**
209378	3/1/2018	891023 HATFIELD, JAMES	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	636.60
					Total :	**636.60**
209379	3/1/2018	892104 HERNANDEZ, ALFONSO	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,586.77
					Total :	**1,586.77**
209380	3/1/2018	891024 HOOKER, RAYMOND	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	540.73
					Total :	**540.73**
209381	3/1/2018	101538 HOUGH, RAY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209382	3/1/2018	101597 IBRAHIM, SAMIR	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
209383	3/1/2018	101694 JACOBS, ROBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,084.00
					Total :	**1,084.00**
209384	3/1/2018	892105 KAHMANN, ERIC	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
209385	3/1/2018	101786 KLOTZSCHE, STEVEN	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.54
					Total :	**800.54**
209386	3/1/2018	891866 KNIGHT, DONNA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209387	3/1/2018	891026 LEWIS, DURWOOD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209388	3/1/2018	891043 LIEBERMAN, LEONARD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.48
					Total :	**167.48**
209389	3/1/2018	101933 LITTLEFIELD, LESLEY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209390	3/1/2018	102059 MACK, MARSHALL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,093.58
					Total :	**1,093.58**
209391	3/1/2018	891010 MAERTZ, ALVIN	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209391	3/1/2018	891010 891010 MAERTZ, ALVIN	(Continued)		**Total :**	**499.68**
209392	3/1/2018	888037 MARTINEZ, ALVARO	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,274.92
					Total :	**1,274.92**
209393	3/1/2018	102206 MILLER, WILMA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209394	3/1/2018	102232 MIURA, HOWARD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209395	3/1/2018	892106 MONTAN, EDWARD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.54
					Total :	**800.54**
209396	3/1/2018	102365 NAVARRO, RICARDO A	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
209397	3/1/2018	102473 ORDELHEIDE, ROBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,618.70
					Total :	**1,618.70**
209398	3/1/2018	102486 ORSINI, TODD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,461.55
					Total :	**1,461.55**
209399	3/1/2018	102569 PARKS, ROBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,837.00
					Total :	**1,837.00**
209400	3/1/2018	891353 PEAVY, JOSEPH	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209401	3/1/2018	102527 PISCITELLI, ANTHONY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
209402	3/1/2018	891033 POLLOCK, CHRISTINE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	354.00
					Total :	**354.00**
209403	3/1/2018	102735 QUINONEZ, MARIA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,152.40
					Total :	**1,152.40**
209404	3/1/2018	891034 RAMSEY, JAMES	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	585.98
					Total :	**585.98**
209405	3/1/2018	102864 RIVETTI, DOMINICK	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	837.00
					Total :	**837.00**
209406	3/1/2018	102936 RUELAS, MARCO	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,586.77
					Total :	**1,586.77**
209407	3/1/2018	891044 RUSSUM, LINDA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209408	3/1/2018	890806 SALDIVAR, GEORGE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	826.04
					Total :	**826.04**
209409	3/1/2018	892107 SHANAHAN, MARK	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
209410	3/1/2018	891035 SHERWOOD, NINA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209410	3/1/2018	891035 891035 SHERWOOD, NINA	(Continued)		**Total :**	**249.30**
209411	3/1/2018	103175 SKOBIN, ROMELIA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	923.03
					Total :	**923.03**
209412	3/1/2018	103220 SOMERVILLE, MICHAEL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,407.00
					Total :	**1,407.00**
209413	3/1/2018	103394 TORRES, RACHEL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209414	3/1/2018	889588 UFANO, VIRGINIA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209415	3/1/2018	888417 VALDIVIA, LAURA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	540.73
					Total :	**540.73**
209416	3/1/2018	103562 VASQUEZ, JOEL	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,837.00
					Total :	**1,837.00**
209417	3/1/2018	891038 WAITE, CURTIS	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	923.03
					Total :	**923.03**
209418	3/1/2018	891036 WATT, DAVID	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209419	3/1/2018	891037 WEBB, NANCY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	585.98
					Total :	**585.98**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209420	3/1/2018	103643 WEDDING, JEROME	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209421	3/1/2018	103727 WYSBEEK, DOUDE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209422	3/1/2018	103737 YNIGUEZ, LEONARD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	923.03
					Total :	**923.03**

78 Vouchers for bank code : bank3 **Bank total :** **58,402.71**

78 Vouchers in this report **Total vouchers :** **58,402.71**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
02/28/2018 11:21:27AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209423	3/1/2018	100286 BAKER, BEVERLY	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	480.29
					Total :	**480.29**
209424	3/1/2018	891015 CROOK, ROBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209425	3/1/2018	100916 DEIBEL, PAUL	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209426	3/1/2018	891041 GARCIA, CONNIE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209427	3/1/2018	101781 KISHITA, ROBERT	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209428	3/1/2018	101926 LILES, RICHARD	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	264.23
					072-180-0000-4127	264.22
					Total :	**528.45**
209429	3/1/2018	891027 LOCKETT, JOANN	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209430	3/1/2018	891028 MANTHEY, DONALD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209431	3/1/2018	102126 MARTINEZ, MIGUEL	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,152.40
					Total :	**1,152.40**

vchlist **Voucher List** Page: 2
02/28/2018 11:21:27AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209432	3/1/2018	102483 OROZCO, ELVIRA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	197.76
					Total :	**197.76**
209433	3/1/2018	891031 ORTEGA, JIMMIE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
209434	3/1/2018	891032 OTREMBA, EUGENE	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
209435	3/1/2018	891354 RAMIREZ, ROSALINDA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	509.70
					Total :	**509.70**
209436	3/1/2018	102940 RUIZ, RONALD	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	480.29
					Total :	**480.29**
209437	3/1/2018	103121 SERRANO, ARMANDO	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	480.29
					Total :	**480.29**
209438	3/1/2018	892782 TIGHE, DONNA	18-Mar		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
209439	3/1/2018	891046 VANAALST, LEONILDA	18-Mar		CALPERS HEALTH REIMB	
					070-180-0000-4127	183.34
					Total :	**183.34**

17 Vouchers for bank code : bank3 **Bank total :** **7,205.24**

17 Vouchers in this report **Total vouchers :** **7,205.24**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Timothy T. Hou, Director of Community Development

Date: March 19, 2018

Subject: Consideration to Adopt a Zone Text Amendment Amending Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code to Provide Added Clarification Regarding the Methodology for Calculating Lot Area Within R-1 Residential Zones

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing;

b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1675 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, Amending Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code to provide added clarification regarding the methodology for calculating lot area within R-1 Residential Zones"; and,

c. Affirm the City's determination that the proposed Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and therefore no further environmental review is required.

BACKGROUND:

1. Planning Staff has received applicant inquiries related to how to compute lot area for certain projects located within the R-1 single family residential zone. The City has subsequently sought to refine the methodology for computing lot area for residential projects located within the R-1 single family residential zone.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

2. A public hearing notice for the March 6, 2018 Planning and Preservation Commission Public Hearing to consider the Zone Text Amendment was published in the February 24, 2018 edition of The Los Angeles Daily News.

3. The Planning and Preservation Commission approved Resolution No. 2018-002 at its public hearing on March 6, 2018 recommending the City Council:

    1) Adopt the proposed Ordinance, "An Ordinance of the City Council of the City of San Fernando, California Amending Section 106-6 (Definitions of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code to provide added clarification regarding the methodology for calculating lot area within R-1 Residential Zones"; and,

    2) Affirm the City's determination that the proposed Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly, and therefore no further environmental review is required.

4. A Public Hearing notice for the March 19, 2018 City Council Public Hearing to consider Zone Text Amendment Amending Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code to provide added clarification regarding the methodology for calculating lot area within R-1 Residential Zones was published in the March 8, 2018 edition of the San Fernando Valley Sun.

ANALYSIS:

Development projects utilize lot area calculations to help make determinations for numerous zoning requirements for land use entitlements including, but not limited to, minimum lot size, density, floor-area-ratio, and landscape requirements. The proposed amendment would not amend the existing City Code Section 106-356 (Minimum Lot Size) which states the following: "Minimum lot size in the R-1 single-family residential zone shall be 7,500 square feet."

<u>Section 106-6 (Definitions): Existing and Proposed.</u>
The San Fernando City Code Section 106-6 notes the following definitions for lot and lot area, respectively:

> "*Lot* means a designated parcel, tract or area of land established by plat, subdivision or as otherwise permitted by law to be used, developed or built upon as a unit."

> "*Lot area* means the total area within the lot lines of a lot excluding any street right-of-way."

Under the proposed zoning text amendment, the definition of "Lot area," within City Code Section 106-6 would be amended in its entirety to now state the following:

> "*Lot area* means the total area within the lot lines of a lot excluding any street, highway or alley right-of-way, except that in the case of lots in the R-1 single family residential zone, that area up to the midpoint of all immediately abutting streets, alleys or highways which would revert to the lot if the street, highway or alley were vacated may be assumed to be a portion of the lot. The foregoing notwithstanding, the alternative methodology for computing lot area in the R-1 single family residential zone as set forth in the preceding sentence shall not be applied for purposes of any application or request to establish an accessory dwelling unit within the meaning of Section 106-358 (Regulation of Accessory Dwelling Units) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code."

Local agencies such as City of Los Angeles have made efforts to provide added clarification regarding how to consistently calculate lot area when determining land use entitlements. In addition, Planning Staff has received similar applicant inquiries regarding methodology for calculating lot area within the R-1 Residential Zone. Thus, the proposed zoning text amendment seeks to refine the methodology for computing lot area for residential projects located within the R-1 single family residential zone and thereby provide greater clarity and efficiency to the City's land use entitlement process.

Zone Change Procedure.

Pursuant to City Code Section 106-19, a zoning text amendment is subject to discretionary review by the Planning and Preservation Commission and the City Council. The zoning text amendment review process allows the opportunity for the Planning and Preservation Commission and City Council to assess the proposal's consistency with the City's General Plan goals, objectives, policies, and programs as well as the applicable zoning regulations. In addition, review ensures that the proposed zoning text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

At its meeting on March 6, 2018, the Planning and Preservation Commission approved a resolution recommending approval of the proposed zoning text amendment to the City Council (Attachment "B"). Subsequently, the City Council shall review and consider approval of the requested zoning text amendment only if the required findings of fact can be made. A negative determination on any single finding will uphold a denial.

It is staff's assessment that the proposed zoning text amendment and associated Ordinance is consistent with the City's General Plan and Zoning Ordinance and would not be detrimental to public interest, health, safety, convenience or welfare.

- **The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's General Plan.**

  In accordance with Section 106-19 of the Zoning Ordinance and California Government Code section 65454, the proposed amendment to San Fernando City Code Section 106-6 is consistent with the city's General Plan. The proposed amendment would result in a clear methodology for calculating lot area within R-1 Residential Zones.

  This proposed amendment is consistent with the General Plan Land Use Element goals and objectives that seek to retain the small town character of the community and to maintain an identity that is distinct from surrounding communities. Additionally, the proposed amendment is consistent with the General Plan Housing Element goals and objectives that seek to identify and revise City policies, programs, and regulations as necessary and appropriate, in order to remove constraints to the development of housing to provide a range of housing types to meet community needs. Thus, it is staff's assessment that this finding can be made.

- **The adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare.**

  The proposed amendment merely provides a refined method for calculating lot area that is limited to the R-1 Residential Zone and which does not apply to Accessory Dwelling Units. Therefore, the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare. Thus, it is staff's assessment that this finding can be made.

CEQA Compliance.
The proposed Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, staff finds that the proposed Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

BUDGET IMPACT:

Approval of the proposed Ordinance will have minimal fiscal impact.

CONCLUSION:

It is staff's assessment that establishing a clear methodology for calculating lot area within R-1 Residential Zones is consistent with the City's General Plan and Zoning Ordinance goals and objectives to preserve the small town character of the community, to maintain an identity that is distinct from surrounding communities, and to identify and revise City policies, programs, and regulations as necessary and appropriate, in order to remove constraints to the development of housing.

Hence, staff recommends that City Council adopt Zone Text Amendment 2018-001 pursuant to the attached Ordinance.

ATTACHMENTS:

A. Ordinance No. 1675
B. Planning and Preservation Commission Draft Minutes (March 6, 2018)

ATTACHMENT "A"

ORDINANCE NO. 1675

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING SECTION 106-6 (DEFINITIONS) OF ARTICLE I (IN GENERAL) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO PROVIDE ADDED CLARIFICATION REGARDING THE METHODLOGY FOR CALCULATING LOT AREA WITHIN R-1 RESIDENTIAL ZONES

WHEREAS, the City of San Fernando seeks to refine the methodology for computing lot area for certain residential projects located within the R-1 single family residential zone; and

WHEREAS, the refinements are not intended to apply to non-residential projects or projects located outside of the R-1 single family residential zone; and

WHEREAS, the refinements are not to be applied for the computation of lot area for the establishment of accessory dwelling units within the meaning of Section 106-358 (Regulation of Accessory Dwelling Units) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The definition of the term "lot area" as defined under Section 106-6 (Definitions) of Article I (In General) of Chapter106 (Zoning) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

> ***Lot area*** *means the total area within the lot lines of a lot excluding any street, highway or alley right-of-way, except that in the case of lots in the R-1 single family residential zone, that area up to the midpoint of all immediately abutting streets, alleys or highways which would revert to the lot if the street, highway or alley were vacated may be assumed to be a portion of the lot. The foregoing notwithstanding, the alternative methodology for computing lot area in the R-1 single family residential zone as set forth in the preceding sentence shall not be applied for purposes of any application or request to establish an accessory dwelling unit within the meaning of Section 106-358 (Regulation of Accessory Dwelling Units) of Division 2 (R-1 Single family, Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code.*

SECTION 2. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be

unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 4. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 5. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this ____ day of _____, 2018.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

_____
Richard Padilla, Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. was adopted at a regular meeting of the City Council held on the ____ day of _____ 2018, and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Elena G. Chávez, City Clerk

ATTACHMENT "B"

CITY OF SAN FERNANDO
PLANNING AND PRESERVATION COMMISSION

DRAFT MINUTES OF THE
MARCH 6, 2018 MEETING
CITY HALL COUNCIL CHAMBER

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE PLANNING COMMISSION. AUDIO OF THE ACTUAL MEETING ARE AVAILABLE FOR LISTENING AT: http://ci.san-fernando.ca.us/commissions-boards/#1477946968325-c2faf7a0-5a49

CALL TO ORDER
The meeting was called to order by at 6:30 p.m. by Theale Haupt

ROLL CALL
The following persons were recorded as present:

PRESENT:
Chairperson Theale Haupt, Vice-chair Alvin Durham, Commissioners Yvonne Mejia, and Aida Montes

ABSENT:
Commissioner Jennifer Perez-Helliwell

ALSO PRESENT
City Attorney Richard Padilla, Community Development Director Timothy Hou, and Community Development Secretary Michelle De Santiago

APPROVAL OF AGENDA
Vice Chair A. Durham moved to approve the agenda of March 6, 2018. Seconded by Commissioner Y. Mejia, the motion carried with the following vote:

AYES:	A. Durham, Y. Mejia, A. Montes, and T. Haupt
NOES:	None
ABSENT:	J. Perez-Helliwell
ABSTAIN:	None

REORGANIZATION

Calls for Nomination of Chairperson:

A. Durham nominated Theale Haupt for Chairperson of the Planning and Preservation Commission. Seconded by Commissioner Y. Mejia.

No more nominations, the vote carried with the following vote:

AYES:	A. Durham, Y. Mejia, A. Montes, and T. Haupt
ABSENT:	J. Perez-Helliwell

Calls for Nomination of Vice-chair:

T. Haupt nominated Alvin Durham for Vice-chair of the Planning and Preservation Commission. Seconded by Commissioner Y. Mejia.

No more nominations, the vote carried with the following vote:

AYES:	T. Haupt, Y. Mejia, A. Montes, and A. Durham
ABESENT:	J. Perez-Helliwell

CONSENT CALENDAR

Vice-Chair A. Durham moved to approve the minutes of the October 24th 2017 and December 12th, 2017, Planning and Preservation Commission Meetings. Seconded by Y. Mejia, the motion carried with the following vote:

AYES:	A. Durham, Y. Mejia, A. Montes, and T. Haupt
NOES:	None
ABSENT:	J. Perez-Helliwell
ABSTAIN:	None

UNFINISHED BUSINESS

None

PUBLIC HEARING

Request for Determination of Public Convenience or Necessity – 911 San Fernando Road, San Fernando, CA 91340 – Lee Rabun, CLR Enterprises, Inc. c/o The Truman House Tavern, Inc. - The proposed "Project" is a request for a determination of public convenience or necessity in connection with the issuance of a license for the sale of alcoholic beverages by the State of California Department of Alcoholic Beverage Control (ABC) at 911 San Fernando Road. Per City Code Section 106-180, whenever a request for a Determination of Public Convenience or necessity is submitted to the City, the Planning and Preservation Commission shall make that determination and consider a prescribed set of criteria.

STAFF PRESENTATION
Community Development Director Timothy Hou gave the staff presentation recommending that the Planning and Preservation Commission approve Resolution No. 2018-001 making the Determination of Public Convenience or necessity in connection with the issuance of a license by the Department of Alcoholic Beverage Control for the sale of alcoholic beverages at 911 San Fernando Road.

PUBLIC COMMENT
Tom Ross – Tekwerks spoke in favor of the project, asked if there was a way to streamline the process to promote a new business.

Adriana Gomez – Ms. Gomez asked about the recently approved SP-5 zone and the changes to the previously required Conditional Use Permit for sale of alcohol. She stated that the need to come before the Commission for a Determination of Public Convenience or Necessity is taking just as long as the CUP process and she doesn't see how this process is supposed to be faster.

R. Padilla indicated that even though the CUP process was eliminated ABC is still required to have someone identify the need and according to the City Code it currently identifies the authorizing party as the Commission. He indicated that the commission could ask the Council to rewrite the code to have this process be handled at an administrative level which can be reviewed by the Community Development Director or simply ignore the request from ABC which becomes an automatic approval after 90 days.

COMMISSION DISCUSSION
A. Durham stated that it's difficult to get a sense of the numbers when they include all of the licenses.

A. Montes stated that she likes the idea of approval or denial at the administrative level.

T. Haupt stated that he would like to know what application are being considered and maybe it could be included as part of the Consent Calendar on the Commission agendas.

R. Padilla stated that is can be approved administratively and it may be appealed at which point the City Council would consider it for a final decision.

T. Haupt stated that more discussion on this process needs to be had.

M. De Santiago indicated that she would provide the Commission with the City Code on the approval process in its current state.

Subsequent to discussion, Commissioner Y. Mejia moved to approve Planning and Preservation Commission Resolution 2018-001 making the determination of Public Convenience or Necessity in connection with the issuance of a license by the Department of Alcoholic Beverage Control

for the sale of alcoholic beverages at 911 San Fernando Road. Seconded by Vice-chair A. Durham, the motion carried with the following vote:

AYES:	Y. Mejia, A. Durham, A. Montes, and T. Haupt
NOES:	None
ABSENT:	J. Perez-Helliwell
ABSTAIN:	None

PUBLIC HEARING
Zone Text amendment 2018-001 (ZTA 2018-001) – City of San Fernando, Citywide affecting all R-1 Single Family Residential Zones – Consideration of Zone Text Amendment 2018-001 recommending to the City Council Amending Section 106-6 (Definitions) of Article 1 (In General) of Chapter 106 (Zoning) to provide added clarification regarding the methodology for calculating lot area within R-1 residential zones.

STAFF PRESENTATION
Community Development Director Timothy Hou gave the staff presentation recommending that the Planning and Preservation Commission approve Resolution No. 2018-002 recommending approval of an Ordinance of the City Council of the City of San Fernando California that would amend Section 106-6 to state the following:

a. Minimum lot size in the R-1 Single Family Residential Zone shall be 7,500 square feet; and
b. Notwithstanding the definition of the term "lot area" as set forth under Section 106-6 (Definition) of Article 1 (In General) of Chapter 106 (Zoning) of the San Fernando municipal Code, in computing the size of a lot in the R-1 Single Family Residential zone, that portion of the width of all abutting street, alleys and/or highways which would revert to the lot if the street, highway were vacated may be assumed to be a portion to the lot. The methodology for computing lot area as set forth in the preceding sentence shall not be approval for purposes of any application or request to establish an accessory dwelling unit within the meaning of Section 106-359 (Regulation of Accessory Dwelling Units) of Division 2 (R-1 Single Family Residential Zone) of Article III (Zones) of Chapter 106 (Zoning) of the San Fernando Municipal Code.

PUBLIC COMMENT
None

COMMISSION DISCUSSION
T. Haupt asked what triggered this amendment.

T. Hou indicated that various local agencies are using this methodology to calculate lot sizes. This is something that was looked at closely with a recent sub-division proposal.

T. Haupt asked if this will help or hinder the recent proposal.

T. Hou indicated that this will work in favor of the proposal.

Subsequent to discussion, Vice-Chair A. Durham moved to approve Planning and Preservation Commission Resolution 2018-002 recommending that the City Council approve Zone Text Amendment 2018-001, amending Section 106-6 (Definitions) of Article I (In General) of Chapter 106 (Zoning) of the San Fernando Municipal Code to prove added clarification regarding the methodology for calculating lot area within the R-1 residential zone. Seconded by Commissioner Y. Mejia, the motion carried with the following vote:

AYES:	A. Durham, Y. Mejia, A. Montes, and T. Haupt
NOES:	None
ABSENT:	J. Perez-Helliwell
ABSTAIN:	None

STAFF COMMUNICATIONS
None

COMMISSION COMMENTS
None

PUBLIC STATEMENTS
None

ADJOURNMENT
Vice-chair A. Durham, moved to adjourn to April 3, 2018. Second by Commissioner A. Montes, the motion carried with the following vote:

AYES:	A. Durham, A. Montes, Y. Mejia, and T. Haupt
NOES:	None
ABSENT:	J. Perez-Helliwell
ABSTAIN:	None

7:27 P.M.
Timothy T. Hou
Planning Commission Secretary

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: March 19, 2018

Subject: Review of Prior Years' City-wide Strategic Goals and City Council Priorities and Work Program Discussion for Fiscal Year (FY) 2018-2019

RECOMMENDATION:

It is recommended that the City Council:

a. Receive an update from staff on the status of prior years' City Council priorities; and

b. Provide direction to staff related to City-wide Strategic Goals and City Council Priorities to guide preparation of the FY 2018-2019 budget.

BACKGROUND:

1. As part of the budget development process each year, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year.

2. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.

3. The City-wide Strategic Goals should articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time.

4. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within City-wide Strategic Goals but provide a more specific focus for the upcoming year.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

ANALYSIS:

City-wide Strategic Goals (Attachment "A") provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives; while City Council Priorities provide each Councilmember with the opportunity to introduce a short-term project or program that fits within the long-term objectives.

Due to vacancies in a number of key management positions, including the City Manager, Director of Public Works, Director of Community Development, and Director of Recreation and Community Services, work programs for FY 2017-2018 focused on the City's mission critical activities, i.e. maintaining the existing level of service to the public without adding new projects or programs unless and until existing projects and programs are completed.

To facilitate the discussion for FY 2018-2019, staff has updated the list of City Council Priorities since FY 2013-2014 (Attachment "B"). The list includes the budget year the Priority was requested, a description of the priority, current status, and the City Manager's recommended action. The list of Priorities is further summarized by Department (Attachment "C") to demonstrate impact on the FY 2018-2019 work program for each department.

It is recommended that City Council review each item with staff and propose changes as is deemed appropriate by a majority of Councilmembers.

Work plans for each department will be presented and discussed during the Budget Study Sessions in May 2018. Department work plans will be developed with the intent of meeting the City-wide Strategic Goals set by City Council and providing mission critical activities.

BUDGET IMPACT:

Discussion of the City-wide Goals and City Council priorities are an integral part of setting the tone and providing guidance to the City Manager for preparation of the City Manager's Proposed Budget. Should the City Council propose additional priorities, staff will determine the financial impact and provide that information to City Council at a Budget Study session for final direction prior to budget adoption.

CONCLUSION:

The City Council Strategic Goals will help guide the overall FY 2018-2019 budget process and provide context for decision making and development of work plans.

ATTACHMENTS:

A. Proposed City-wide Strategic Goals – FY 2018-2019
B. Status of Prior and Current City Council Priorities – FY 2013-2014 through FY 2017-2018
C. Summary of Proposed FY 2018-2019 Priorities, By Department

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

STRATEGIC GOALS

CITY-WIDE STRATEGIC GOALS
FISCAL YEAR 2018-2019

City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. They provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives. The Strategic Goals guiding the development of the Fiscal Year 2018-2019 budget are:

1. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and preserving reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.

2. Ensure regional rail projects servicing San Fernando do not create an undue hardship to the City's residents and businesses.

3. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.

4. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.

5. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.

6. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.

7. Pursue grant funding that addresses a need and provides a net benefit to the City.

8. Continue to review and update the City's policies and procedures.

9. Explore opportunities for community and cultural programs.

10. Increase water conservation efforts, including, but not limited to, community outreach and implementation of water conservation programs.

THE CITY OF SAN FERNANDO

CITY COUNCIL PRIORITIES

Status Review of Prior and Current Year City Council Priorities
Fiscal Year 2013-2014 through 2017-2018

FISCAL YEAR 2013 – 2014		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Work to establish a Property-based Business Improvement District (PBID).	On-hold pending coordination between the Mall Association and Chamber of Commerce.	Include in FY 2018-2019 Council Priorities (City Manager and Community Development).
2. Study and understand all aspects of the City's pension system, including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.	Staff has provided actuarial valuations of the City's pension cost and information on the Retirement Tax as part of the annual presentation of the audited financial statements and setting of the pension tax levy. A study session on the City's pension system, including cost and projections will be provided by the Finance Director in FY 2018-2019.	Include in FY 2018-2019 Council Priorities (Finance).
3. Study the City's strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses. This analysis should incorporate a "cost of doing business" review.	The City partnered with the Valley Economic Alliance to provide a cost of doing business analysis, which includes recommendations for economic development and a discussion on minimum wage. A draft has been received by staff; however, additional work is necessary to create a usable document.	Include in FY 2018-2019 Council Priorities (City Manager and Community Development).

ATTACHMENT "B"

FISCAL YEAR 2014 – 2015		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Heritage Park – evaluate best usage for the park.	The Parks Master Plan was completed and includes recommendations for Heritage Park. Staff will work toward implementing the Plan over the next few years.	Include in FY 2018-2019 Council Priorities (Recreation and Community Services).
2. Energy Efficiency: 1) HERO and PACE programs; 2) Revisit the issue regarding energy efficiency/savings for the City and solicit proposals from various vendors.	1) During FY 15/16 the City entered into a Professional Services Agreement with Neighborhood Housing Services, implemented the HERO Program, and adopted Urgency Ordinance for Expedited Permitting of Small Residential Rooftop Solar Systems (Urgency Ordinance No. U-1644). 2) Staff is working to develop an RFP to solicit energy efficiency/savings proposals.	Include in FY 2018-2019 Council Priorities (Public Works).

FISCAL YEAR 2015 – 2016		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and establish reserve balances in a number of critical funds, including but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.	Staff has developed a five-year financial forecast, discussed a deficit reduction plan with City Council, and included the deficit reduction plan as a note in the City's financials. Staff will continue to work with City Council to implement the Plan.	Remove as Priority. This is also a Citywide Goal.
2. Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.	The City has updated the Purchasing Ordinance and has brought all contracts in compliance with the procurement guidelines. Staff continues to monitor agreements to ensure that competitive pricing and services are received. Since there is no central purchasing/contracting office, each department is responsible for managing their own contracts.	Include in FY 2018-2019 Council Priorities (All Departments).
3. Pursue catalytic projects for the downtown/mall area.	Staff has met with prospective developer(s) to discuss moving forward on various potential projects, including a potential Development Agreement with the City.	Include in FY 2018-2019 Council Priorities (City Manager and Community Development).
4. Enhance the City's Business Attraction and Retention Program, including streamlining the permitting and entitlement process.	Enhanced Business Attraction and Retention efforts were put on hold pending appointment of permanent City Manager and Director of Community Development.	Include in FY 2018-2019 Council Priorities (City Manager and Community Development).

FISCAL YEAR 2015 – 2016 (cont.)		
Description of Goal/Priority	**Status**	**Recommended Action**
5. Explore the opportunity for a farmers' market.	In FY 2016-17, the City submitted a grant application to the USDA for the FINI Corner and Farmers Markets Incentive Program. Staff received notice the City WAS NOT awarded the grant.	Include in FY 2018-2019 Council Priorities (Recreation & Community Services).
6. Evaluate the City's minimum wage and living wage ordinances.	In May 2015, the City of LA adopted a plan to increase minimum wage to $15/hour by July 2020. In June 2015, City Council directed staff to explore options for the City of San Fernando to enact a similar plan. In April 2016, the state of California adopted a similar plan that increases the state minimum wage (including San Fernando) to $15/hour by January 2022.	Include in FY 2018-2019 Council Priorities (Finance).
7. Continue regional collaboration with Metro and neighboring cities to enhance vehicular and pedestrian transportation options within the City of San Fernando.	City staff continues to work with City of Los Angeles and Metro staff regarding the East San Fernando Valley Transit Corridor Project-Project EIR/EIS is forthcoming from Metro; City working on ensuring Metro-project alignment with City's own efforts for multi-modal transportation opportunities under the TOD Overlay/San Fernando Corridors Specific Plan Update; City received a grant from Caltrans to complete a Safe Routes to School Plan. In addition, the County Department of Public Health is collaborating with the City to enhance the Safe Routes Planning and will complete an Active Transportation Plan at no cost to the City.	Include in FY 2018-2019 Council Priorities (Public Works).

FISCAL YEAR 2015 – 2016 (cont.)		
Description of Goal/Priority	**Status**	**Recommended Action**
8. Increase capital expenditures to address critical infrastructure needs, including but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.	The City has leveraged Measure A, Measure R, and CDBG funds to pave a number of streets over the last 12 months. The City has also completed a study assessing the overall health of the sewer system, which was presented to Council in September 2016, and moving forward on replacing sewer and water main lines in conjunction with street improvement projects.	Remove as Priority. This is also a Citywide Goal.
9. Evaluate policy for neighborhoods to petition for the installation of speed humps.	The City currently has an existing policy regarding the installation of speed humps.	Include in FY 2018-2019 Council Priorities (Public Works).
10. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.	The City has updated the network servers and operating software over the last few years. All PCs operating on Microsoft XP have been retired and replaced. The City is currently working with CSUN to enhance utilization of GIS software.	Remove as Priority. This is also a Citywide Goal.
11. Continue to review and update the City's policies and procedures.	The City has updated the Budget, Financial, and Purchasing policies. The City Clerk's office completed an update of the City's Records Retention Policy. The Personnel Division is updating the City Personnel Rules, as well as Standard Management Policies and Procedures, which have been outdated for some years.	Remove as Priority. This is also a Citywide Goal.

FISCAL YEAR 2015 – 2016 (cont.)		
Description of Goal/Priority	**Status**	**Recommended Action**
12. Explore opportunities for community and cultural programs.	The Recreation and Community Services Department has expanded regular programming to include eight (8) JAM sessions, Dia de los Muertos, Eggstravaganza, Holiday Tree lighting, 5K Relay, cultural movies at the Lopez Adobe, etc.	Remove as Priority. This is also a Citywide Goal.
13. Veteran's appreciation event.	City Council created a Veteran's Appreciation Event Ad Hoc (Gonzales, Soto). However, due to staff shortages, this effort was put on-hold pending appointment of a permanent City Manager.	Include in FY 2018-2019 Council Priorities (Recreation and Community Services).
14. Community Garden.	The Parks Master Plan was completed and includes recommendations for a Community Garden. Staff will work toward implementing the Plan over the next few years.	Include in FY 2018-2019 Council Priorities (Recreation and Community Services).
15. Increase water conservation efforts, including but not limited to, community outreach and implementation of water conservation programs.	In May 2015, the City Council implemented Phase II water conservation efforts including new city parkway turf replacement guidelines; City has reduced exterior watering at City facilities; City continues to follow State water conservation mandates while promoting MWD rebate programs for low-flow toilets and showerheads, and turf replacement programs; City has completed construction of a drought tolerant median landscaping project on Brand Boulevard to help save over 1 million gallons of water annually.	Remove as Priority. This is also a Citywide Goal.

FISCAL YEAR 2016 – 2017		
Description of Goal/Priority	**Status**	**Recommended Action**
1. Develop Economic Development Strategy.	Due to staff shortages, this effort was put on-hold pending appointment of a permanent City Manager.	Include in FY 2018-2019 Council Priorities (City Manager and Community Development).
2. Create and implement a Rent Control Program.	On July 18, 2016, staff presented City Council with a number of options for a rent control regulatory options. Council gave direction to draft residential rent increase dispute resolution regulations similar to those in place in Fremont, CA. The CD Director had been working with the City Attorney prior to separation. This was put on-hold due to staff shortage.	Include in FY 2018-2019 Council Priorities (Community Development).
3. Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.	The City has information on vehicle replacements, tree trimming maintenance, street light replacements and sewer/water main replacement. The Pavement Management Plan is scheduled to be updated soon. More information is needed to develop a deferred maintenance schedule for facility maintenance.	Include in FY 2018-2019 Council Priorities (Finance and Public Works).
4. Evaluation of traffic flow and parking in the Civic Center Area.	No action to date.	Include in FY 2018-2019 Council Priorities (Public Works).

FISCAL YEAR 2016 – 2017 (Continued)		
Description of Goal/Priority	**Status**	**Recommended Action**
5. Explore possibility of building a pedestrian bridge over the existing rail right-of-way connecting residents and businesses on 1st Street to the Downtown Area.	No action to date.	Include in FY 2018-2019 Council Priorities (Public Works).
6. Implementation of the Neighborhood Preservation and Revitalization Program.	No action to date.	Include in FY 2018-2019 Council Priorities (Community Development).
7. Create and implement a motorcycle officer traffic enforcement program in the Police Department.	No action to date.	Include in FY 2018-2019 Council Priorities (Police).

FISCAL YEAR 2017 – 2018		
Description of Goal/Priority	**Status**	**Recommended Action**
No new priorities were added. City Council directed staff to focus on core mission items and completing existing priorities.	All vacant Department Head positions have been filled with permanent appointees.	None.

ATTACHMENT "C"

CITY COUNCIL PRIORITIES

Summary of Proposed City Council Priorities
Fiscal Year 2018-2019
By Department

City Manager

1) Develop Economic Development Strategy.
   a. Study the City's strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses. This analysis should incorporate a "cost of doing business" review.
   b. Pursue catalytic projects for the downtown/mall area.
   c. Enhance the City's Business Attraction and Retention Program, including streamlining the permitting and entitlement process.
   d. Work to establish a Property-based Business Improvement District (PBID).
2) Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.

Finance

1) Study and understand all aspects of the City's pension system, including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.
2) Evaluate the City's minimum wage and living wage ordinances.
3) Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.
4) Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.

Community Development

1) Develop Economic Development Strategy.
   a. Study the City's strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses. This analysis should incorporate a "cost of doing business" review.
   b. Pursue catalytic projects for the downtown/mall area.
   c. Enhance the City's Business Attraction and Retention Program, including streamlining the permitting and entitlement process.
   d. Work to establish a Property-based Business Improvement District (PBID).

Summary of Proposed City Council Priorities by Department

Community Development (Cont.)

2) Implementation of the Neighborhood Preservation and Revitalization Program.
3) Create and implement a Rent Control Program.
4) Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.

Police

1) Create and implement a motorcycle officer traffic enforcement program in the Police Department.
2) Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.

Public Works

1) Energy Efficiency: 1) HERO and PACE programs; 2) Revisit the issue regarding energy efficiency/savings for the City and solicit proposals from various vendors.
2) Continue regional collaboration with Metro and neighboring cities to enhance vehicular and pedestrian transportation options within the City of San Fernando.
3) Evaluate policy for neighborhoods to petition for the installation of speed humps.
4) Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.
5) Evaluation of traffic flow and parking in the Civic Center Area.
6) Explore possibility of building a pedestrian bridge over the existing rail right-of-way connecting residents and businesses on First Street to the Downtown Area.
7) Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.

Recreation and Community Services

1) Evaluate the best uses for Heritage (Rudy Ortega) Park.
2) Explore the opportunity for a farmers' market.
3) Plan a Veteran’s appreciate event.
4) Establish a Community Garden.
5) Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works /City Engineer

Date: March 19, 2018

Subject: Consideration to Award a Contract for San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Job No. 7599, Plan No. P-724

RECOMMENDATION:

It is recommended that the City Council:

a. Approve plans and specifications (Attachment "A") for the San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Job No. 7599, Plan No. P-724;

b. Accept the lowest responsive bid from Toro Enterprises, Inc., for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc, (Attachment "B" - Contract No. 1881) for an amount not to exceed $231,190.00; and

d. Establish an amount of 20% of the contract amount ($42,638.00), as a contingency, to cover the cost of unforeseen construction expenses.

e. Authorize the City Manager to appropriate $82,465 in grant funds awarded by the Community Development Commission (CDC) into the Fiscal Year (FY) 2017-2018 Approved Budget (Attachment "C" – Resolution No. 7841).

BACKGROUND:

As part of the City's FY 2017-2018 Budget, the City Council approved a project titled "CDBG Street Resurfacing," which involves the rehabilitation of local roads. This project is funded through Community Development Block Grant (CDBG) funds. The project includes the installation of asphalt overlay, new traffic striping, accessible curb ramps, cross gutters, sidewalk and curb improvements.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

ANALYSIS:

Project Details.
The proposed project includes the following improvements:

- Repair sidewalks/curb ramps in compliance with ADA accessibility requirements, and repair and replacement of curb, cross gutter, asphalt concrete (AC) Pavement;
- Construction of Asphalt-Rubber Hot Mix (ARHM) overlay; and
- Installation of striping.

On March 1 at 2:00 p.m., the City Clerk received and opened six (6) bids for construction of these improvements (Attachment "D"). Staff analyzed all bids and determined the bid from Toro Enterprises, Inc. to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	Toro Enterprises, Inc.	$231,190.00
2	All American Asphalt	$257,770.00
3	Excel Paving Company	$259,960.00
4	EC Construction	$262,120.30
5	Sully-Miller Co.	$282,450.00
6	R.C. Becker and Son	$339,451.75

Toro Enterprises, Inc. has successfully completed two projects in the City of San Fernando, including the FY 2015-16 Annual Street Resurfacing Project, S. Huntington Street Improvements between San Fernando Road and Hollister Street (CDBG Project) and recently completed the FY 2016-2017 Annual Street Resurfacing Project for the City of San Fernando.

Timeline
If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

- March 19, 2018
  City Council Award of Contract

- April – May 2018
  Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 30 working days to complete the project.

BUDGET IMPACT:

The total estimated construction cost for this capital project is $306,328, including contingencies. Funding is included in the City's approved FY 2017-2018 budget through Community Development Block Grant (CDBG) funds.

SOURCES		
Fund	**Account Number**	**Allocation**
CDBG	026-311-0159-4600	$ 307,520
Total Sources:		**$ 307,520**

USES		
Activity	**Account Number**	**Cost**
Construction	026-311-0159-4600	$ 231,190.00
Inspection	026-311-0159-4600	$ 17,500
CDBG Admin	026-311-0159-4600	$ 15,000
Contingency (20%)	026-311-0159-4600	$ 42,638.00
Total Uses		**$ 306,328.00**

The original allocation for FY 2017-2018 was $225,055. Since the City has not expended its entire allocation in prior years, there is an additional $82,465 available to be allocated toward this project.

CONCLUSION:

It is requested that the City Council award a construction contract to complete street improvements in the community and appropriate the $82,465 in grant funds into the FY 2017-2018 Approved Budget.

ATTACHMENTS:

A. Plans and Specifications
B. Contract No. 1881
C. Resolution No. 7841
D. Bid Summary

ATTACHMENT "A"

CITY OF SAN FERNANDO, CA

CONTRACT DOCUMENTS

SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN WEST CITY LIMIT AND S HUNTINGTON ST CDBG PROJECT NO. 601882-17 PROJECT NO. 7599, PLAN NO. P-724

REGISTERED PROFESSIONAL ENGINEER
YING KWAN
EXP. 03-31-2018
NO. 42418
CIVIL
STATE OF CALIFORNIA

Prepared by: _____ Date: 02/01/18

Manuel Fabian, Civil Engineering Assistant II

Under the Supervision of: _____ Date: 02/01/18

Ying Kwan, P.E., City Engineer

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Federal Requirements

(A) The following documents (pages A-1 to A-4, A-7, and A-8) must be submitted with the bid package:

Non-Collusion Affidavit A-1
Non-Segregated Facilities Certification A-2
Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports A-3
Section 3 Economic Opportunity Plan A-4
Section 3 Resident Certification A-7
Section 3 Business Certification A-8

(B) The following documents must be submitted prior to award of contract:

Section 3 Economic Opportunity Report A-5
Contractor's Outreach Efforts A-6
Contractor's Notification of Subcontracts Awarded A-9
Federal Lobbyist Certification A-10
County Lobbyist Certification A-11
Equal Employment Opportunity Commitment A-12
Fringe Benefit Payment Certification A-71
Notice of Section 3 Commitment A-72
Worker's Compensation Certification A-73

(C) Other federal compliance requirements:

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NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Thursday, March 1, 2018**, and said bids will be publicly opened and declared for performing work on the following project:

SAN FERNANDO ROAD STREET IMPROVEMENTS
BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET
CDBG PROJECT NO. 601819-16, JOB NO. 7599, PLAN NO. P-724

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; installation of tree; installation of traffic striping and pavement marking; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. Based on the quantities listed in the Proposal, the construction cost is estimated to be in the range of $275,000 to $300,000.

This is a HUD Section 3 covered construction contract and requires compliance with the hiring goals outlined in Section 3 of the Housing and Urban Development Act. A bid preference may be given to a bidder who provides a reasonable bid and is determined to be a qualified Section 3 Business. A Section 3 Pre-Bid Meeting will be held 2:00 PM on Thursday, February 15, 2018, at 117 Macneil Street, San Fernando, CA 91340 to explain the Section 3 bid preference and hiring goals. In order to receive consideration for the Section 3 bid preference, a bidder must complete, sign, and submit the following forms with their bid proposal: a) Section 3 Business Certification form, and b) Section 3 Resident Certification form(s). A reasonable bid must be within the Zone of Consideration factored at the time of the bid evaluation. Direct all questions to Manuel Fabian, Section 3 Coordinator at mfabian@sfcity.org.

The contract time for the project is thirty (30) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or $10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for

that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. A contractor working on a federally assisted project must be eligible to participate in the award of that contract. The Contractor shall adopt the current Federal and/or State general prevailing rates of wages applicable to the work to be done. If Federal and State wage rates are applicable, then the higher of the two will prevail.

The Federal/State General Prevailing Wage Rate Determination as established by the United States Department of Labor/California Department of Industrial Relations is available at http://www/wdol.gov/wdol/scafiles/davisbacon/CA33dvb?v=5 and http://www.dir.ca.gov/DLSR/PWD/index.htm, respectively, and in the Public Works Department at City Hall.

This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals in order to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 shall be considered a non-responsive bidder for this Notice Inviting Bids.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally charted bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **$5.00** is required to cover postage and handling. Any questions pertaining to the project shall be submitted by Friday, March 24, 2017 by 4:30 p.m.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: February 1, 2018

By: Ying Kwan, P.E.
City Engineer

Sun
02/01/2018
02/08/2018

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

SAN FERNANDO ROAD STREET IMPROVEMENTS
BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET
CDBG PROJECT NO. 601882-17
PROJECT NO. 7599, PLAN NO. P-724

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty (30)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

_____ _____
Dated Bidder

_____
Signature

_____
Name (Print/Type)

_____
Title

BID SCHEDULE

SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET

CDBG PROJECT NO. 601882-17, PROJECT NO. 7599, PLAN NO. P-724

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Cold mill 1.5" AC pavement.	SF	93,000	$	$
2	Construct 1.5" ARHM overlay.	TON	1,230	$	$
3*	Remove and replace 4" PCC sidewalk.	SF	50	$	$
4*	Remove and replace PCC curb and gutter	LF	225	$	$
5*	Remove and replace 6" PCC drive approach.	SF	600	$	$
6*	Construct PCC access ramp w/ truncated dome.	EA	8	$	$
7*	Remove and replace 8" thick PCC cross gutter/spandrel.	SF	100	$	$
8*	Install Yellow Truncated Dome to Existing Ramp	EA	7	$	$
9	Adjust manhole frame and cover to grade.	EA	6	$	$
10	Adjust water valve box frame and cover to grade.	EA	14	$	$
11	Install traffic striping, signage and pavement marking including house numbers.	LS	1	$	$
12	Provide and Install Type E Traffic Loops	EA	22	$	$
13	Re-establish survey monument	EA	3	$	$
				BID TOTAL	**$**

*The twenty-five percent (25%) quantity change limitation per Section 3.2 of the Standard Specification does not apply to this item. For these items, there shall be no quantity limitation. Payment for these items will be based on unit prices stated in the Contractor's Proposal.

In case of discrepancy between unit process and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and grand total, the item totals shall prevail. The grand total will be subject to adjustment by the City in the event of a discrepancy. The contract award shall be made on the basis of the grand total as described above from among the responsive and responsible bidders.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received:_____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____as Principal, and _____as Surety, are held and firmly bound unto the City of San Fernando in the sum of _____ _____($_____) to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____ to construct _____ (insert names of streets and limits to be improved) dated _____is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden _____ by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____day of _____ , 2018.

Principal	Surety
By_____	By_____
Its_____	Its_____
By_____	By_____
Its_____	Its_____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____Fax _____E-mail _____

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of _____

Contractor's License Number _____State ___Classification _____Expiration Date _____

DIR Registration Number _____Expiration Date _____

Names and titles of all officers of the firm

_____

_____

_____

_____

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

2. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

3. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

4. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

5. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

6. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $_____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4l08, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: _____
ADDRESS (P.O. BOX NOT ACCEPTABLE): _____
CITY, STATE, ZIP CODE: _____
PHONE NUMBER (_____)_____ CONTACT PERSON: _____

1. MINORITY OWNED
   Composition of ownership (more than 50% of ownership of the organization): Please check one of the following:

   _____ Black American _____ Asian/Pacific American

   _____ Native American _____ Hispanic American _____ Other ethnicity

2. WOMEN OWNED
   More than 50% of this business is owned by women:

   _____ Yes _____ No

3. SMALL BUSINESS ENTERPRISE
   This business enterprise collects $1,000,000 or less in gross revenue per year.

   _____ Yes _____ No

Does your firm intend to use subcontractors or independent contractors for this project?

_____ Yes _____ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

_____ Yes _____ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

_____ Yes _____ No

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____ , 2018 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____President _____, Vice President and _____, secretary *(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2018.

_____
Secretary

Affix Seal

LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

2. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____

   _____

   CONTACT PERSON AND PHONE NO. _____
   ITEM OR TYPE OF WORK PROPOSED _____
   PRICE OR AMOUNT $ _____

NON-COLLUSION AFFIDAVIT

SAN FERNANDO ROAD STREET IMPROVEMENTS
BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET
CDBG PROJECT NO. 601819-16, JOB NO. 7599, PLAN NO. P-724

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____,being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

_____ _____
Date Bidder

_____
Authorized Signature

_____
Name (Print/Type)

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____
Title

On _____, 2018 before me, _____,

personally appeared _____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 acknowledge 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.

(Notary Seal)

_____
Signature of Notary Public

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. If Federal and State prevailing wage rates are applicable, then the higher of the two will prevail.

The contractor shall adopt the current federal and/or state general prevailing rates of wages applicable to the work to be done.

This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals in order to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 shall be considered a non-responsive bidder for this Notice Inviting Bids.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the

Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.

b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.

8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

P-1&2 Contractor's Proposal
P-3 Bidder's Bond
P-4 Contractor Information
P-5 List of References
P-6 List of Subcontractors
P-7 Minority, Women, Small Business Enterprise Form
P-8 Certificate of Secretary of Adoption of Resolution
P-9 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
P-10 Non-Collusion Affidavit

The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted with the bid package:

A-1 Non-Collusion Affidavit
A-2 Certification of Non-segregated Facilities
A-3 Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports Form.
A-4 Section 3 Economic Opportunity Plan
A-7 Section 3 Resident Certification
A-8 Section 3 Business Certification

The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted prior to award of contract:

A-5 Section 3 Economic Opportunity Report
A-6 Contractor's Outreach Efforts
A-9 Contractor's Notification of Subcontracts Awarded
A-10 Federal Lobbyist Certification
A-11 County Lobbyist Certification
A-12 Equal Employment Opportunity Commitment
A-71 Fringe Benefit Payment Certification
A-72 Notice of Section 3 Commitment
A-73 Worker's Compensation Certification

THE CITY OF SAN FERNANDO

SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

[CONTRACTOR'S NAME]

San Fernando Road Street Improvements between First Street and Fourth Street, CDBG Project No. 601882-17 Plans (P-724) and Specifications (Job No. 7599)

THIS AGREEMENT, made and entered into this _____day of _____, 2018, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____"CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **San Fernando Road Street Improvements between West City Limit and S Huntington Street, CDBG Project No. 601882-17 Plans (P-724) and Specifications (Job No. 7599)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **San Fernando Road Street Improvements between West City Limit and S Huntington Street, CDBG Project No. 601882-17 Plans (P-724) and Specifications (Job No. 7599)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _ _____.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ _____ ($_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-

like manner without interruption, and to complete the construction thereof within **thirty (30)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

> The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars ($50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires 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."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and

materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
ALEXANDER P. MEYERHOFF
CITY MANAGER

ATTEST:

_____
ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

_____
RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ _____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

_____

(Address)

_____ _____

(By)

_____ _____

_____

ATTEST:

_____

(Address)

_____ _____

(By)

_____ _____

(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ____day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____

_____

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____as Contractor, has by written agreement dated _____, 2018, entered into a contract with Owner for in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST: _____
(Address)

_____ _____
(By)

_____ _____

_____

ATTEST: _____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

SPECIAL PROVISIONS

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions. The most stringent of any document shall have the highest precedence.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURES, AND SYMBOLS

Subsection 1-2 Terms and Definitions

Add the following to the provisions of Subsection 1-2, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":
By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds
Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or $1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

Subsection 2-5 Plans and Specifications
Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Subsection 2-9 Surveying
Add the following to the provisions of subsection 2-9.1, "Permanent Survey Markers":

The Contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the Plans and these Specifications, comply with the requirements as Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City.

Unless otherwise specified, all costs for protection and re-establishment of survey markers shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Add the following to the provisions of Subsection 2-9.2, "Surveying Service":

The Contractor shall be responsible for providing all survey service including, but not limited to, survey control, construction, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until such time as the survey service is

provided. Any delay as a result of the work stoppage shall be at the Contractor's sole expense including any liquidated damages arising therefrom.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

Unless otherwise specified, all costs for surveying service shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Subsection 2-10 Authority of Board and Engineer
Add the following to the provisions of Subsection 2-10, "Authority of Board and Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 2-11 Inspection
Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work
Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Add the following to the provisions of Subsection 3-3.2.3, "Markup":

Work by Contractor. The following percentages shall be added to the contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as materials or tool and equipment rental as in sections 3-3.2.2, "Materials", and 3-3.2.2.3, "Tool and Equipment Rental".

Labor	20%
Materials	15%
Equipment Rental	15%

Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) shall be added as compensation for bonding upon proof of actual payment to the suret(ies).

Add the following to the provisions of Subsection 3-3.2.3.2, "Work by a Subcontractor":

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 3-3.2.3 shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent on the first $2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of $2,000 of the subcontracted portion of the extra work my be added by the contractor.

Subsection 3-4 Changed Conditions

The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Subsection 3-5 Disputed Work

Add the following to the provisions of Subsection 3-5, "Disputed Work":

A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of $375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.

B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of $375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than $50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within

30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over $50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the

Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of $375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved

by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

SECTION 5 - UTILITIES

Subsection 5-1 Location
Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Frontier Communications	800-483-1000
2.	Southern California Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Spectrum Cable	818-700-6500
8.	Pacific Pipeline Co.	800-987-4737

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

Subsection 6-1 Construction Schedule and Commencement of Work
Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within ten (10) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3:30 p.m.

Subsection 6-6 Delays and Extensions of Time
Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion
Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Subsection 6-8 Completion, Acceptance, and Warranty
Add the following to the provisions of Subsection 6-8, "Completion, Acceptance, and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars ($500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Subsection 7-2 Labor
Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of

apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 7-2.4 Hours of Labor
Add the following to the provisions of Subsection 7-2.4, "Hours of Labor":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, $25.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, $50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 7-3 Liability Insurance
Add the following to the provisions of Subsection 7-3, "Liability Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be

completely exhausted before City coverage, if any and to be considered secondary, is exercised. By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits
Add the following to the provisions of Subsection 7-5, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

Subsection 7-8.1 General
Add the following to the provisions of Subsection 7-8.1, "General":

All excess dirt and construction debris shall be hauled away from job site each day.

Subsection 7-9 Protection and Restoration of Existing Improvements
Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

The contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land

Surveyor licensed by the State of California at no additional cost to the City. Corner records shall be filed with the Los Angeles County Surveyor's Office and copies of the recorded corner records shall be provided to the City prior to the release of retention payment.

Subsection 7-10 Public Convenience and Safety
Add the following to the provisions of Subsection 7-10, "Public Convenience and Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.1.1 Storage of Equipment and Materials in Public Streets
Add the following to the provisions of Subsection 7-10.1.1, "Storage of Equipment and Materials in Public Streets":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 7-10.2.2 Street Closures, Detours, Barricades
Add the following to the provisions of Subsection 7-10.2.2, "Street Closures, Detours, Barricades":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

a.	Public Works Department	(818) 898-1293
b.	Police Department	(818) 898-1267
c.	Fire Department	(818) 989-8561
d.	Mauran Ambulance	(818) 365-3182

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall be subject to the Engineer's approval and comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

Unless otherwise specified, full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in providing traffic control shall be included in other items of work and no additional compensation will be allowed therefor.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

Subsection 9-3 Payment

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 9-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars ($300.00).

The Contractor shall submit updated work schedules and current record drawings (as-built) with requests for progress payments.

TECHNICAL SPECIFICATIONS

1.1 GENERAL REQUIREMENTS

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

1.2 SCOPE OF WORK

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

SAN FERNANDO ROAD STREET IMPROVEMENTS
BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET
CDBG PROJECT NO. 601882-17
PROJECT NO. 7599, PLAN NO. P-724

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

A. GENERAL NATURE OF WORK

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and manhole frame and cover; installation of traffic striping, signage and pavement marking including painting of house numbers; and miscellaneous appurtenant work.

B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)

General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP) BMP. All contractors for the City of San Fernando must follow these practices.

Best Management Practices

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

Detailed Best Management Practices

1. Dewatering Operations....4-3
2. Paving Operations....4-5
3. Material Delivery and Storage....4-9
4. Hazardous Waste Management....4-17
5. Contaminated Soil Management....4-19
6. Concrete Waste Management....4-21
7. Seeding and Planting....5-10
8. Mulching....5-16
9. Geotextiles and Mats....5-19
10. Dust Controls....5-25
11. Construction Road Stabilization....5-35
12. Stabilized Construction Entrance....5-37
13. Sand Bag Barrier....5-71
14. Storm Drain Inlet Protection....5-79
15. Sediment Trap....5-87
16. Sediment Basin....5-90

(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

1.3 SPECIFICATIONS AND APPENDICES

1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.

1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.

1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2015 Edition, as amended.

1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

1.5 CONSTRUCTION FORCE

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

1.6 BID ITEM DESCRIPTIONS

BID ITEM NO. 1 – COLD MILL 1.5" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 302-5.2 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from outer edge of gutter to outer edge of gutter and shall extend from curb-return to curb-return of the designated areas. Transverse join lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the Standard Specifications.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 300-1.3.1 of the Standard Specifications.

Payment for BID ITEM NO. 1 – COLD MILL 1.5" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY.

The work under this item consists of placing Asphalt Rubber Hot-Mix (ARHM) as shown on the Plans in accordance with the provisions of Section 302, "Asphalt Concrete Pavement," of the Standard Specifications.

Prior to placement of ARHM, the Contractor shall seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment. The routed cracks shall then be filled with a latex emulsified asphalt sealant.

Paving shall be spread with a self-propelled mechanical spreading and finishing machine equipped with an automatic screed control 30 feet minimum in length.

Where asphalt concrete pavement is being constructed directly upon or against an existing hard pavement surface, or vertical asphalt concrete, or Portland Cement Concrete surface, a binder consisting of asphalt emulsion SS-1H diluted 50 percent with water shall be applied at a rate of 0.10 gallon per square yard. The Contractor shall furnish water for the rolling operation.

Payment for BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including crack sealing.

BID ITEM NO. 3 – REMOVE AND REPLACE 4" PCC SIDEWALK.

PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical sections of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 3 – REMOVE AND REPLACE 4" PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 4 – REMOVE AND REPLACE PCC CURB AND GUTTER.

Removal of existing curb and gutter and replacing with PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-2, Type A2-8, and the Plans. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 4 – REMOVE AND REPLACE CURB AND GUTTER shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 5 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH.

Removal of existing drive approach and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 110-2, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 5 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 6 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME.

Remove existing and construct PCC Access Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 6 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted including curb and gutter and one (1) foot wide pavement cut.

BID ITEM NO. 7 – REMOVE AND REPLACE PCC CROSS GUTTER/SPANDREL.

Construction of PCC cross gutter/spandrel shall conform to the provisions of Section 303-5 of the Standard Specifications and to SPPWC Standard Plan 122-1. Concrete shall be Class 520-C-3250.

Payment for BID ITEM NO. 7 – REMOVE AND REPLACE PCC CROSS GUTTER/SPANDREL shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including removal of pavement necessary for forming the new gutter/spandrel and two (2) sack slurry backfill of the resulting one (1) foot wide pavement slots.

BID ITEM NO. 8 – PROVIDE AND INSTALL TRUNCATED DOMES TO EXSITING RAMPS

Truncated domes shall be in accordance with SPPWC Standard Plan 111-5. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent.

Payment for BID ITEM NO. 8 – PROVIDE AND INSTALL TRUNCATED DOMES TO EXSITING RAMPS shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 9 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE.

Adjust manhole frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 9 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved

thereof, complete in place, and accepted.

BID ITEM NO. 10 - ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 10 - ADJUST WATER BOX VALVE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 11 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS.

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9.

House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work.

Payment for BID ITEM NO. 11 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 12 – PROVIDE AND INSTALL TYPE E TRAFFIC LOOPS

The work under this item consists of providing and installing Type E Traffic Loops. Loop detector wire shall be Type 2. Loop detector lead-in cable shall be Type B. Detector loop

locations shall be approved by Engineer or his designee in the field prior to installation. PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch. Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

Payment for BID ITEM NO. 12 – PROVIDE AND INSTALL TYPE E TRAFFIC LOOPS shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work with be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Payment for BID ITEM NO. 13 – MONUMENT PRESERVATION shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

FEDERAL REQUIREMENTS

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

TO THE CITY OF SAN FERNANDO

The undersigned declares:

I am the_____ of _____, the party making the foregoing bid.

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

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

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

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: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

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: _____ Project Number: _____ Contract Award: $_____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees_____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in 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.

SECTION 3 ECONOMIC OPPORTUNITY PLAN

(November – 2011)

☐Contractor ☐Subcontractor:		Contract Amount: $	Date Plan Submitted to LCA:
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		*Section 3* Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment & Training Opportunities – Minimum goal is 30% of the total new hires must be income-qualified residents

WORK CLASSIFICATIONS		TOTAL NEW HIRES	*Proposed advertising & outreach strategies* *(see reverse side of this form for assistance)*
Professionals			
Technicians			
Office/Clerical			
Trade:			
Trade:			
Trade:			
Trade:			
Trade:			
Trade:			

Subcontracting Opportunities - Minimum goal is 25% of the total subcontracting dollars must be awarded to *Section 3* business concerns

A *Section 3 Business Certification form* and supporting *Resident Certification forms* are required for each subcontract in the amount of $100,000 or more

Name of BUSINESS CONCERN	BASIC TRADE	Type of Contract	*Proposed advertising & outreach strategies* *(refer to the 'List of Proposed Subcontractors' or see reverse side for assistance)*
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	
		☐Construction or ☐Non-Construction	

SECTION 3 ECONOMIC OPPORTUNITY REPORT

☐Contractor ☐Subcontractor:		Contract Amount: $	Reporting Period FROM TO
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		*Section 3* Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment Accomplishments (attach completed *Resident Certification form* for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	*Income-qualified* NEW HIRES
Professionals		
Technicians		
Office/Clerical		
Trade:		
Trade:		
Trade:		
Totals:		

Efforts made to generate economic opportunities

☐Advertised through local media, television, radio, newspaper
☐Signs prominently displayed at the project site
☐Contacts with community organizations
☐Other _____

Barriers encountered in meeting goals

☐ No jobs were available during this reporting period.
☐Other _____

Minimum goal is 30% of the total new hires

The "to date" percentage of aggregate new hires who are *Section 3 qualified* residents that were hired for this project is: %

Subcontracting Accomplishments (attach a completed *Business Certification form* and supporting *Resident Certification forms*)

SECTION 3 qualified BUSINESS NAME	Type of Contract	Supporting Documentation	Performance	CONTRACT AMOUNT
	☐Construction or ☐Non-Construction	☐Business Certification ☐Resident Certifications	☐Responsive to *Section 3* requirements ☐Non-Responsive	$
	☐Construction or ☐Non-Construction	☐Business Certification ☐Resident Certifications	☐Responsive to *Section 3* requirements ☐Non-Responsive	$
	☐Construction or ☐Non-Construction	☐Business Certification ☐Resident Certifications	☐Responsive to *Section 3* requirements ☐Non-Responsive	$

Subtotal of "to date" *Section 3* subcontract dollars $

Non-*SECTION 3* BUSINESS NAME	Type of Contract
	☐Construction or ☐Non-Construction
	☐Construction or ☐Non-Construction

$

$

Subtotal of "to date" non-*Section 3* subcontract dollars $

Total "to date" subcontracting dollars: $

Minimum *Goal* is 25% of the total subcontracting dollars

The "to date" percentage of the amount of the total subcontracts awarded to qualified *Section 3* Business Concerns is: %

☐ *Check this box if this is your Final Report and submit it with your final Certified Payroll Report*

DATE OF REPORT

Signature of Authorized Representative

CONTRACTOR'S OUTREACH EFFORTS

Attach supporting documentation for each 'good faith effort' accomplishment

☐ Entered into a first-source hiring agreement with organizations representing income-qualified residents. (such as *Work Source* Center or San Gabriel Valley Conservation Corps; *http://sgvcorps.org/*)

Provide contractor with the address of the local Work Source Center: _____

☐ Posted ☐training and/or ☐employment position flyers in;
☐public housing developments – *(Name of Public Housing* _____ *),*
☐offices of the local government, *(Name of Office* _____ *),*
☐other conspicuous places – *(Specify Place* _____ *).*

☐ Advertised positions to be filled through;
☐local media, such as community television networks *(Name of media source* _____ *)*
☐newspapers of general circulation, or
☐commonly-used job placement websites such as *www.monster.com (Website used* _____ *)*

☐ Contacted a federally-approved apprenticeship program sponsor to gain access to income-qualified residents actively seeking job-placement and training. Visit the CA Dept. of Industrial Relations' database of apprenticeship programs by visiting *http://www.dir.ca.gov/databases/das/aigstart.asp (Sponsor used* _____ *)*

☐ Contacted an agency administering a *HUD Youth build Program* and requested their assistance to recruit income-qualified participants who are in need of permanent placement.

Provide contractor with the address of the local Youth build Center: _____

☐ Sponsor a *HUD-certified* "Step-Up" employment and training program for income-qualified residents.

☐ Contacted the HUD *website www.hud.gov/sec3biz* to locate qualified business concerns. *(Attach copy of list)*

☐ Contacted local agency administering a *Section 3 Program* to locate qualified business concerns. *(List agency name)*

_____

List other anticipated outreach efforts below:

_____

_____

_____

_____

_____

2017 RESIDENT CERTIFICATION

(Section 3 of the Housing & Urban Development Act of 1968, as amended)

Name: _____

Address: _____

I hereby certify that I am (Check the applicable statement below):

☐ A *Public Housing* resident (Specify the Name of the Public Housing site); _____

☐ A low-income resident of the metropolitan area of *Los Angeles/Orange County*, based on the following:

Check **Family Size** and the gross annual **Income** from all sources below;

FAMILY SIZE	INCOME LIMITS			
1 ☐	$18,950 or less ☐	$18,951 to $31,550 ☐	$31,551 to $50,500 ☐	$50,501 or more ☐
2 ☐	$21,650 or less ☐	$21,651 to $36,050 ☐	$36,051 to $57,700 ☐	$57,701 or more ☐
3 ☐	$24,350 or less ☐	$24,351 to $40,550 ☐	$40,551 to $64,900 ☐	$64,901 or more ☐
4 ☐	$27,050 or less ☐	$27,051 to $45,050 ☐	$44,051 to $70,100 ☐	$70,101 or more ☐
5 ☐	$29,250 or less ☐	$29,251 to $48,700 ☐	$48,701 to $77,900 ☐	$77,901 or more ☐
6 ☐	$32,960 or less ☐	$32,961 to $52,300 ☐	$52,301 to $83,650 ☐	$83,651 or more ☐
7 ☐	$37,140 or less ☐	$37,141 to $55,900 ☐	$55,901 to $89,450 ☐	$89,451 or more ☐
8 ☐	$41,320 or less ☐	$41,321 to $59,500 ☐	$59,501 to $95,200 ☐	$95,201 or more ☐

☐ Not a public housing or low-income resident of the metropolitan area of *Los Angeles/Orange County.*

Certified by signature below, under penalty of perjury under the laws of the State of California; that the foregoing is true and correct.

_____ *Print Full Name* _____ *Signature* _____ *Date*

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT

The above-named person is; ☐an applicant ☐ a permanent full-time ☐ a new-hire employee / Date of hire: _____ ☐N/A

This person's Work Classification is: _____

_____ *Business Name* _____ *Print Name of Owner/Agent* _____ *Signatrue of Owner/Agent* _____ *Date*

THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)

_____ *Name of LCA* _____ *Project Name* _____ *Project Number*

Income Level: ☐Extremely Low ☐ Very Low ☐ Low ☐ Over the qualifying income limit

☐Not income qualified for the following reason(s): _____

Preference Category: ☐Targeted Service Area – Provide Census Tract _____ and Block Group _____

☐Youth Build Program ☐McKinney Homeless Program ☐Other qualified Program: _____

_____ *Print Name of Section 3 Coordinator* _____ *Signature* _____ *Date*

SECTION 3
BUSINESS CERTIFICATION

☐Contractor ☐Subcontractor Business Name : _____ ☐Bid or ☐Contract Amount: _____

Business Address: _____ *Email Address:* _____

Print Name of Owner or Authorized Agent	Signature Owner or Authorized Agent	☐ *Telephone* ☐ *Cell Phone Contact*	*Date*

The above mentioned business concern certifies that they are a *Section 3*-qualified business based on the following:

☐ **51% of this business is owned by income-qualified resident(s)**
A completed *Resident Certification* form for each owner must be attached to and submitted with this form.
Total number of owners _____, Number of income-qualified owners _____

☐ **30% or more, permanent, full-time employees are income-qualified residents**
A completed *Resident Certification* form for each employee must be attached to and submitted with this form.
Total number of all full-time employees _____, Number of income-qualified employees _____

☐ **25% of all subcontracting dollars awarded to *Section 3* qualified business concerns**
Submit a completed *Section 3 Business Certification form* with *Resident Certification forms* attached for each business.
Estimated total subcontracting dollars: $_____

SECTION 3 qualified BUSINESS NAME	Type of Contract	Subcontract Amount
_____	☐Construction ☐Non-Construction	$ _____
_____	☐Construction ☐Non-Construction	$ _____
_____	☐Construction ☐Non-Construction	$ _____
	TOTAL	$ _____

Name of Owner/Principal	*Signature of Owner/Principal*	*Title*	*Date*

SECTION 3 BUSINESS CONCERN DETERMINATION

TO BE COMPLETED BY THE LOCAL CONTRACTING AGENCY

Based on the documentation submitted for our review, we have determined that this business concern ☐is or ☐is not a qualified business concern and ☐does ☐does not qualify for a bid preference for the federally-funded construction project identified below.

CDBG Project Number	Project Name	Project Location

Comments:

_____

_____

Local Contracting Agency	*Section 3* Coordinator	Date of Determination

CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED

PROJECT NAME

AWARDING AGENCY

Location: _____

Project Number: _____

SUBCONTRACTOR'S Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	CRAFTS TO BE USED

The undersigned hereby certifies that each subcontractor or lower-tier subcontractor has been notified in writing of the Federal Labor Standards Provisions requirements and a copy of form HUD-4010 has been provided to each subcontractor identified above.

Signature

Name and Title

Date

Company Name

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FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: ( ) _____

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 Community Development Commission, County of Los Angeles.

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:

_____ By: _____
(Contractor/Subcontractor) (Signature)

_____ _____
(Date) (Title)

County Lobbyist Certification

Name of Firm: _____ Date: _____

Address: _____

Telephone: (_____) _____ _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles, to the Community Development Commission, County of Los Angeles, and to the City of _____, as the local contracting agency (LCA);

.

1) It is understood that each person, entity, or firm who applies for a Community Development Commission 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, or firm who seeks a contract with the Community Development Commission 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 material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

_____ _____

(Print Name of Contractor's Authorized Representative) *(Signature of Contractor's Authorized Representative)*

_____ _____

(Title) *(Date)*

EQUAL EMPLOYMENT OPPORTUNITY COMMITTMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, 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.

_____ By: _____
(Print Name) (Signature)

_____ _____
(Date) (Title)

SECTION 3 CLAUSE

1. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

   a. The to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

   b. The parties to this contract agree to comply with HUD"S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

   c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

   d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

   e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

DEFINITION OF SECTION 3 TERMS

1. Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and Community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

2. Housing development means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

3. HUD Youthbuild programs mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

4. JTPA means the Job Training Partnership Act.

5. Metropolitan area means a metropolitan statistical area, as established by the Office of Management and Budget.

6. Neighborhood area means:

    a. For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

    b. For HUD community development programs, a neighborhood is defined as:

        (1) A geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation;
        (2) The entire jurisdiction of a unit of general local government which is under 25,000 population; or

(3) A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).

7. New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

8. Nonmetropolitan county means any county outside of metropolitan area.

9. Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

10. Section 3 business concern means a business concern:

    a. That is 51 percent or more owned by Section 3 residents; or

    b. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or

    c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10a and 10b in this definition of Section 3 business concern.

11. Section 3 covered assistance means:

    a. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act.

    b. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;

c. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;

d. Assistance provided under any HUD housing or community development program that is expanded for work arising connection with:

(1) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(2) Housing construction; or

(3) Other public construction project (which includes other buildings or improvements, regardless of ownership).

12 Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

13 Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

14 Section 3 resident means:

a. A public housing resident; or

b. An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is:

(1) A low-income person, as this term is defined in Section 3 (b) (2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or

(2) A very low-income person, as this term is defined is Section 3(b)(2) of the 1937 Act. This Section Defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

15. Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extent beyond the unit of general local government in which the Section 3 covered assistance is expended.

SECTION 3 CONTRACT PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE

Special Provisions. Bidders to a Section 3 covered contract shall pay particular attention to the following requirements and conditions in the special provisions.

1. Policy. The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects:

   a. Housing rehabilitation (including reduction and abatement or lead-based paint hazards, but excluding routine maintenance, repair and replacement);

   b. Housing construction; and

   c. Other public construction.

2. Section 3 Obligation. Each recipient of Section 3 covered assistance in excess of $200,00 is responsible for complying with Section 3 requirements in its own operations. Each recipient is also responsible for ensuring Section 3 compliance by its contractors and subcontractors of the amount of Section 3 covered assistance exceeds $200, 000 and the contract or subcontract exceeds $100, 000.

3. Section 3 Goals. The recipient of Section 3 covered assistance in excess of $200, 000 and its contractors and subcontractors who have a contract in excess of $100, 000 shall, to the greatest extent feasible, meet the following goals.

   a. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:

      (1) Thirty percent in FY 1997 and continuing thereafter.

b. Contracts Goal: Award Section 3 Business concerns:

(1) At least ten percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.

(2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

4. Preferences.

a. In housing and community development programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:

(1) Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents);

(2) Participant in HUD Youthbuild programs (category 2 residents);

(3) Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority.

(4) Other Section 3 residents.

b. In housing and community development programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:

(1) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);

(2) Applicants selected to carry out HUD Youthbuild programs (category 2 businesses);

(3) Other Section 3 business concerns.

5. Bidder's Efforts to Comply with Section 3 Requirements.

a. Examples of the bidder's efforts to offer training

and employment opportunities to Section 3 residents.

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.

(6) Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying resents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives' at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the authority's or contractor's training and employment positions.

(12) Consulting with State and County local agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.

(15) For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of

employment is referred to as "force account labor" in HUD'S Indian housing regulations.)

(16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.

(17) Undertaking job counseling, education and notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contracting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meeting at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible Section 3 business concerns.

(16) For housing authorities, participating in the "contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

b. Examples of the bidder's efforts to award contracts to Section 3 business concerns.

(1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.

(2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development owned and managed by the housing authority.

(5) For housing authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with Section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

6. Submission of Evidence of Section 3 Responsiveness. The bidder's attention is directed to the requirement for submittal of one or more of the following with the bid proposal when a bid exceeds $100,000. Failure to submit evidence of Section 3 responsiveness within 24 hours of bid opening will be grounds for finding the bidder nonresponsive to this Invitation for Bids.

   a. Section 3 Business Certification Form: If a bidder claims qualification as a Section 3 business concern, the bidder shall submit a Section 3 Business Certification Form.

b. Section 3 Business Certification Form: If Section 3 qualification is based on its subcontracting activity, the bidder shall submit a Section 3 Business Certification Form for each Section 3 business concern which will be utilized on the contract.

c. Section 3 Resident Certification Form: If a bidder claims qualifications as a Section 3 business concern and employs and trains Section 3 residents, the bidder shall submit a Section 3 Resident Certification Form for each Section 3 Resident currently employed.

d. Section e Economic Opportunity Plan: If a bidder seeds to comply with Section 3 requirements by meeting goals for training, employment and subcontracting, the bidder's commitment shall be reported in a Section 3 Economic Opportunity Plan and submitted with the bid proposal.

e. Any other information evidencing the bidder's commitment to Section 3 goals for training, employment and subcontracting that satisfies the intent of 24 CFR Part 135, as determined by the contract awarding agency.

7. Section 3 Contract Award.

a. This is a HUD Section 3 contract and all bidders must address the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a nonresponsive bidder to this Invitation for Bids. Primary consideration will be given to award a Section 3 contract to a concern, provided that the bid amount is "reasonable," as defined in the following paragraph. If the bid of the responsive, responsible, and qualified Section 3 business concern with the lowest bid is not "reasonable," the contract awarding agency shall award the contract to the lowest Section 3 responsive bid of any responsive, responsible bidder. A Section 3 responsive bidder is one who qualifies as a Section 3 business concern or one who makes a commitment to meet the employment goal for Section 3 resident(s) and/or meet the contracting goals for Section 3 business firm(s).

b. In awarding a Section 3 contract, preference will be shown to a Section 3 business concern who is a qualified bidder, provided that the bid amount is "reasonable." A "reasonable" bid is a bid that is not more than "X" higher than the lowest responsive bid received from any responsible bidder. If the lowest bid of a qualified Section 3 business concern is not "reasonable," as defined herein, the contract shall be awarded to the lowest responsive bid from any responsible bidder. (This requirement applies to contracts which exceed $100, 000.)

c. "X" is determined as follows:

(1) When the lowest responsive bid is less than $100, 000, "X" is the lesser of 10% of that bid or $9,000;

(2) When the lowest responsive bid is at least $100, 000, but less than $200, 000, "X" is the lesser of 9% of that bid or $16,000;

(3) When the lowest responsive bid is at least $200, 000, but less than $300, 000, "X" is the lesser of 6% of that bid or $21,000;

(4) When the lowest responsive bid is at least $300, 000, but less than $400, 000, "X" is the lesser of 7% of that bid or $24,000;

(5) When the lowest responsive bid is at least $400, 000, but less than $500, 000, "X" is the lesser of 6% of that bid or $25,000;

(6) When the lowest responsive bid is at least $500, 000, but less than $1 million, "X" is the lesser of 5% of that bid or $40,000;

(7) When the lowest responsive bid is at least $1 million, but less than $2 million, "X" is the lesser or 4% of that bid or $60,000;

(8) When the lowest responsive bid is at least $2 million, but less than $4 million, "X" is the lesser or 3% of that bid or $80,000;

(9) When the lowest responsive bid is at least $4 million, but less than $7 million, "X" is the lesser or 2% of that bid or $105, 000; and

(10) When the lowest responsible bid is $7 million or more, "X" is 1.5% of the lowest responsive bid, with no dollar limit.

8. Section 3 Complaint Procedures. A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor. Complaints are reviewed and investigated by the Assistant Secretary for Fair Housing and Equal Opportunity and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.

   a. A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, Washington, D.C., 20410.

b. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

c. Each complaint must be in writing, signed by the complainant, and include:

(1) The complainant's name and address;

(2) The name and address of the respondent; and

(3) Description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

d. A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and sent the form to the complainant for signature.

9. Recordkeeping.

a. The contractor/subcontractor who meets the Section 3 threshold requirement shall maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.

b. Upon completion of the contract, the contractor/subcontractor who meets the Section 3 threshold requirement shall prepare a Section 3 Compliance Report and submit it to the contract awarding agency. Where the term of a contract extends beyond a fiscal year, the contractor/subcontractor shall submit a Section 3 Compliance Report to report Section 3 accomplishments during each fiscal year to the contract awarding agency.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

a The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. the contractor will include the provisions of paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a

geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated starting and completion dates of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this

Contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 6D-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.

(6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later then one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies ad affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

i. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit repots relating to the provisions hereof as may be required by the Government and to deep records. Records shall at least include for each employee he name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring, of local or other area resents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas.

The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

   a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

   b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Program, United states Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

   c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

   d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

   e. For contracts in excess of $10, 000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraph 1 through 3, above, in the subcontract.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964,

no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. THE AGE DISCRIMINATION ACT OF 1975: OF 1975: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

8. REHABILITATION ACT OF 1973: No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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 1(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 1(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 sub paragraph (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.

AGENCY REPORT OF CONTRACT AWARD

(2015)

TO: Contract Compliance Officer, Grants Management Unit
Community Development Commission, County of Los Angeles

Date: _____

_____ *Project Name*

_____ *Project Number*

_____ *Agency's Primary Contact Person*

_____ *Name of the **L**ocal **C**ontracting **A**gency (LCA)*

_____ *LCA – **L**abor **S**tandards **O**fficer's Name*

_____ *LSO Initials*

1. This Agency reports the date for ☐formal bid opening, or ☐informal solicitation for this construction contract was: _____
2. This ☐Contract ☐Subcontract was awarded to the contractor identified below on _____ (Date)
   The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: $ _____

IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR

Estimated Start Date: _____ *Estimated Completion Date:* _____

IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCITON SITE

Estimated Workforce: _____

☐ Asbestos Worker	☐ Equipment Operator	Group _____	☐ Lather	☐ Roofer
☐ Bricklayer	☐ Glazier		☐ Marble setter	☐ Sheet metal worker
☐ Carpenter	☐ Ironworker		☐ Painter	☐ Terrazzo Worker
☐ Cement Mason	☐ Laborer	Group _____	☐ Plasterer	☐ Tile layer
☐ Electrician	☐ Labor/Striper	Group _____	☐ Plumber	☐ _____ (other)

3. This is a *Section 3 qualified contract* and a *Section 3* Pre-Bid Meeting was held on _____ (Date) ☐N/A
   A copy of the completed *Section 3 Bid Evaluation* form was provided to the CDC on _____ (Date) ☐N/A
4. The LCA verified this *Contractor's Eligibility* prior to contract award and documented the project file with search results from:
   The *List of Parties Excluded* from federal contract award internet website (https://www.sam.gov) on _____ (Date)
   The California *Contractors State Licensing Board* (CSLB) internet website (http://www.cslb.ca.gov) on _____ (Date)
   The California *Department of Industrial Relations* (DIR) internet website (https://efiling.dir.ca.gov) on _____ (Date)
5. The Contractor(s) acknowledge, by signature below, that: "*This construction project is funded in whole or in part with Federal funds.*"
6. A copy of the *Federal Labor Standards Provisions* (HUD-4010 form), is attached to the contractor's copy of this form.
7. A copy of the applicable *Federal Wage Decision* (identified below) is attached to the contractor's copy of this form.
   Federal Wage Decision Number: CA _____ Mod. ____, DATED _____ (http://www.wdol.gov/).
8. The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
9. The LCA sent a *Notice of Contract Award* letter to the U.S. Dept. of Labor, OFCCP (contracts $10,000 or more) on _____ (Date) ☐N/A

_____
☐*PRINT* – ☐*Prime Contractor* ☐*Subcontractor Company Name*

Signature: _____
Print Name: _____
Title: _____
Address: _____
_____
Employer Identification Number: _____
Contractor License Number: _____

☐*Black American* ☐*White American* ☐*Hispanic American*
☐*Women Owned Business* ☐*Minority Owned Business* ☐*Section 3 Qualified Business*
☐*Native American* ☐*Hasidic Jews* ☐*Asian/Pacific American*

_____
☐*PRINT* – ☐*Prime* ☐*Sub* ☐*Lower-tier Contractor Company Name*

Signature: _____
Print Name: _____
Title: _____
Address: _____
_____
Employer Identification Number: _____
Contractor License Number: _____

☐*Black American* ☐*White American* ☐*Hispanic American*
☐*Women Owned Business* ☐*Minority Owned Business* ☐*Section 3 Qualified Business*
☐*Native American* ☐*Hasidic Jews* ☐*Asian/Pacific American*

GUIDELINES FOR COMPLETING THE *AGENCY REPORT OF CONTRACT AWARD* FORM

The *Agency Report of Contract Award* (ARCA) form is designed to protect the interest of all parties concerned and should be completed at the pre-construction conference. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. The ARCA will be processed as follows:

- **Local Contracting Agency (LCA) must;**
  - Enter the basic project information on the form,
  - Enter the dollar amount of the Prime Contract
  - Explain the prevailing wage requirements as outlined in the specifications,
  - Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor,
  - Collect form from the contractor and review for accuracy,
  - Initial and email completed form(s) to the GMU Contract Compliance Officer.

- **Prime Contractor must;**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower left section – business address and EEO portion, and
  - Sign and return the form to the LCA.
  - **Subcontractor form**, provide the dollar amount of each subcontract
    - Ensure subcontractor has a copy of the *HUD-4010* form & Federal *Wage Decision*
    - Collect form from the sub-contractor and review it for accuracy
    - Sign and forward the form to the LCA

- **Sub and Lower-tier contractor must;**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower right section – business address and EEO portion, and
  - Sign and return the form to the Prime Contractor.

1. **Date of formal Bid Opening or Informal Solicitation Date**: LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.

2. **Contract Award Date**: **Prime Contracts**, the date an agreement was signed with the LCA.
   Subcontracts, the date an agreement was signed with the prime contractor.
   Lower-tier contracts, the date an agreement was signed with the subcontractor.

3. **Section 3 Qualified Contracts**: The agency's LSO or *Section 3 Coordinator* will conduct a presentation at the *Section 3 Pre-Bid Meeting*. The meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide CDC with a copy of their evaluation.

4. **Contractor Eligibility**: Prior to awarding any contract or subcontract the LCA must ensure that each contractor is eligible to receive a federally-funded construction contract. Ensuring that each contractor's license is current and active is part of the LCA bid evaluation process and the eligibility check includes:

   1. Obtaining the state license number of each bidder and proposed sub-contractor
   2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at http://www.cslb.ca.gov
   3. Enter the contractor's license number and click on "Check License"
   4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
   5. Print a copy of this page to assist in completing the contractor's eligibility verification.
   6. Access the CA Department of Industrial Relations website (https://efiling.dir.ca.gov/PWCR/Search.action)
   7. Access the Federal List of Excluded Parties on-line at https://www.sam.gov/
   8. Enter the business name and all personnel as they appear on the license search
   9. The results of your search will be displayed, print a copy and place it in the project *Labor Standards Enforcement File*

5. **Contractor Acknowledgement**: acknowledges that the project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the *Federal Labor Standards Provisions*.

6. **Federal Labor Standards Provisions**: A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.

7. **Federal Wage Decision**: A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.

8. **Contractor's Acknowledgement**: Federal prevailing wage and fringe benefits rates must be paid to workers each week.

9. **Notice of Contract Award**: For all contracts awarded in the amount of $10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (*OFCCP*) at the address below and a copy of the signed letter must be placed in the project file.

   U.S. Department of Labor, Office of Federal Contract Compliance Programs
   1640 South Sepulveda Boulevard, Suite 440
   Los Angeles, CA 90024

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O.T. OR S.T.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

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Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

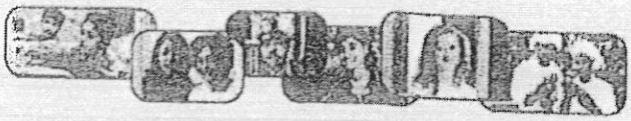
NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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U.S. Department of Labor

Employment Standards Administration Wage and Hour Division



October 12, 2002

Instructions For Completing Payroll Form, WH-347

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3

Compliance Assistance
- Fair Labor Standards / Minimum Wage
- Wage Garnishment
- Family & Medical Leave
- Farm Labor
- Immigration
- Lie Detector Tests
- Government Contracts

Special Initiatives
- YouthRules!
- Garment Workers
- Health Care
- Workers with Disabilities

Information for...
- New Businesses

State Labor Laws
- State Labor Law Topics
- State Labor Offices

News Room
- News Releases

About Wage-Hour
- What Does Wage-Hour Do?

and 5.

Who's Who Directory
Find the Office Nearest You

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus $3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in

Section 4(c).

[illegible] of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus $63.00/$120.00.

[illegible]umn 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column: and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of 5 years or $10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

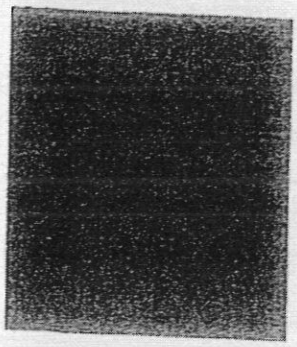
Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately [illegible]cribed in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

Back to Top www.dol.gov/esa www.dol.gov

Frequently Asked Questions | Freedom of Information Act | Customer Survey
Privacy & Security Statement | Disclaimers | E-mail to a Friend

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE, TTY: 1-866-487-9243
Contact Us



Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

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Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La Igualdad de Oportunidades en el Empleo es

LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL
El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD
El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD
La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protége a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)
Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA
Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN
Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:
La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

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Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL
La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO
La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA
Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO
Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

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CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Contracting Agency: _____

Project Name: _____ Project Number: _____

This is to certify that the principal and the authorized payroll officer(s) listed below have received a copy of the assigned ***Federal Wage Determination***: CA _____, Modification Number; ____, dated _____. The principal and authorized payroll officer(s) listed below have also acknowledge that they have received and read and a copy of the ***Federal Labor Standards Provisions*** (HUD-4010 form) and a copy of the current ***Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed project.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the *Statement of Compliance* forms which will accompany each weekly payroll report for contractor listed below during the duration of this project:

☐Contractor ☐Subcontractor Business Name	License Number
Payroll Officer Name (Print)	Payroll Officer (Signature)
Payroll Officer Name (Print)	Payroll Officer (Signature)
Name of Person Authorized to Sign (Print)	(Authorized Signature)
Title	Date

U.S. Department of Labor
Wage and Hour Division

Form Approved
Budget Bureau No. 44-R1093

STATEMENT OF COMPLIANCE

Date _____

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____;
(Contractor or Subcontractor)

that during the payroll period commencing on the ____ day of _____, 19__ and ending the ____ day of _____, 19__, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said _____ from the full weekly wages earned by any person and that no deductions have been made either
(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____
_____
_____
_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage det5ermination incorporated into the contract; that the classifications set forth therin for each laborer or mechanic conform iwht the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	

Name and Title	Signature

The willful falsification of any of the above statments may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.

Form WH-348 (1/68) Purchase this form directly from the Supt. of Documents

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus $3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

* U.S. Government Printing Office: [illegible]

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 - Price $1.25 per pad of 100

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Miguel Cabral, Project Manager/Labor Compliance
Padilla & Associates, Inc.
183 E. City Place Drive
Santa Ana, CA 92705
(714) 973-1335 (phone) (714) 973-1229 (fax)
mcabral@padillainc.com

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Miguel Cabral, Project Manager/Labor Compliance
Padilla & Associates, Inc.
183 E. City Place Drive
Santa Ana, CA 92705
(714) 973-1335 (phone) (714) 973-1229 (fax)
mcabral@padillainc.com

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C., 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2008

LA IGUALDAD DE OPORTUNIDADES DE EMPLEO ES LA LEY

Empleadores que tienen contratos o subcontratos con el Gobierno Federal

Los empleados o postulantes a empleos de compañías que tienen contratos o subcontratos del gobierno federal gozan de la protección otorgada por las siguientes instituciones federales:

RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD

El Decreto 11246 (Executive Order 11246), con sus modificaciones, prohíbe la discriminación laboral en razón de raza, color de piel, religión, sexo o nacionalidad, y requiere la acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

El Artículo 503 de la Ley de Rehabilitación de 1973(The Rehabilitation Act of 1973), con sus modificaciones, prohíbe la discriminación laboral por discapacidad y requiere la acción afirmativa de emplear y avanzar en el empleo de personas discapacitadas idóneas que, mediante una adaptación razonable, puedan llevar a cabo las funciones esenciales de un trabajo.

VETERANOS DE VIETNAM CON DISCAPACIDADES ESPECIALES, RECIENTEMENTE RETIRADOS Y OTROS VETERANOS BAJO PROTECCIÓN

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam de 1974 (The Vietnam Era Vererans' Readjustment Assistance Act of 1974), y sus modificaciones, 38 U.S.C., 4212, prohíbe toda discriminación laboral y requiere la acción afirmativa de emplear y avanzar en el empleo de veteranos de Vietnam idóneos, veteranos idóneos con discapacidades especiales, veteranos recientemente retirados y otros veteranos bajo protección. Un veterano recientemente retirado es todo veterano durante el período de tres años a partir de la fecha en que fue dado de baja o dejó el servicio activo en el Ejército, la Marina o la Fuerza Aérea de los EE. UU.

REPRESALIA

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento del Programa OFCCP o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Toda persona que cree que un contratista ha violado sus obligaciones de no discriminación o acción afirmativa, según las fuentes anteriores, debe ponerse en contacto de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (The Office of Federal Contract Compliance Programs-OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 o llamar a una oficina de la OFCCP regional o de distrito consignada en la mayor parte de los directorios telefónicos en U.S. Government, Department of Labor (Gobierno de los E.E.UU., Departamento de Trabajo). Para personas con discapacidad auditiva, el número TTY de la OFCCP es (202) 693-1337.

Empleo privado, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales

Los empleados y postulantes a empleos de la mayor parte de los empleadores privados, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales gozan de la protección otorgada por las siguientes leyes federales:

RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD

La Ley de Derechos Civiles de 1964, Título VII (The Civil Rights Act of 1990), y sus modificaciones, prohíbe toda discriminación en relación con la contratación, ascenso, despido, remuneración, compensaciones adicionales, capacitación, clasificación, referencias, y otros aspectos laborales, en razón de la raza, el color de la piel, la religión, el sexo (incluidos embarazo y acoso sexual) o la nacionalidad. Por discriminación religiosa se entiende, entre otros, la falta de adaptación razonable para las prácticas religiosas de un empleado siempre que la adaptación no provoque una dificultad económica excesiva.

DISCAPACIDAD

La ley de Estadounidenses con Discapacidades de 1990 (The Americans with Disabilities Act of 1990-ADA), Títulos I y V, con sus modificaciones, protege a empleados y postulantes idóneos con discapacidades contra la discriminación en relación con la contratación, ascenso, despido, remuneración, capacitación, beneficios adicionales, clasificación, referencias y otros aspectos laborales en razón de la discapacidad.

La ley también requiere que las entidades contempladas provean las adaptaciones razonables que necesiten los empleados y postulantes con discapacidades, a menos que esas adaptaciones causen una dificultad económica excesiva al empleador.

EDAD

La Ley de Discriminación Laboral por Edad de 1967 (The Age Discrimination In Employment Act of 1967), con sus modificaciones, protege a los empleados y postulantes de 40 años o más contra la discriminación por edad en relación con la contratación, ascenso, despido, compensaciones, condiciones o privilegios laborales.

SEXO (SALARIOS)

Además de la discriminación sexual prohibida por la Ley de Derechos Civiles de 1964, Título VII, y sus modificaciones, la Ley de Igualdad en las Remuneraciones de 1963, con sus modificaciones, prohíbe la discriminación sexual en el pago de salarios a mujeres y hombres que básicamente realicen igual trabajo, en empleos que requieren igual capacidad, esfuerzo y responsabilidad, en condiciones laborales similares y en el mismo establecimiento.

REPRESALIA

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento de contra la discriminación o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Si cree que ha sufrido alguna discriminación, de conformidad con algunas de las leyes anteriores, y para garantizar que cumple con los estrictos cronogramas procesales a fin de preservar la capacidad de la EEOC para investigar su queja y para proteger su derecho a iniciar una demanda privada, debe ponerse en contacto de inmediato con:

La Comisión Federal de Igualdad de Oportunidades de Empleo de los EE.UU. (The US Equal Employment Opportunity Commission-EEOC), Washington, DC 20507 ó con una oficina de la EEOC telefónicamente a la línea gratuita (1-800) 669-4000. Para las personas con discapacidad auditiva, la línea gratuita TTY de la EEOC es 1-800 669-6820.

Programas o actividades que reciben apoyo financiero federal

RAZA, COLOR, SEXO, NACIONALIDAD

Además del Título VII de la Ley de Derechos Civiles de 1964, con sus modificaciones, el Título VI de la misma ley prohíbe la discriminación por raza, color de piel o nacionalidad en programas y actividades que reciben apoyo financiero federal. La discriminación laboral está contemplada en el Título VI si el objetivo principal del apoyo financiero es la provisión de empleo, o siempre que la discriminación laboral cause, o pueda causar, discriminación en la provisión de servicios en el marco de esos programas.

El Título IX de las Modificaciones de 1972 a la Ley de Educación (Education Amendments of 1972) prohíbe la discriminación laboral en razón de sexo en los programas o actividades educativas que reciben apoyo federal.

PERSONAS CON DISCAPACIDADES

El Artículo 504 de la Ley de Rehabilitación de 1973 , con sus modificaciones, prohíbe la discriminación laboral por discapacidad en todo programa o actividad que recibe apoyo financiero federal en el gobierno federal y las agencias públicas o privadas. Queda prohibida la discriminación en todos los aspectos laborales contra personas con discapacidades que puedan realizar las tareas esenciales relacionadas con ese puesto, sin perjuicio de que resulte o no necesario efectuar una adaptación razonable

Si cree que ha sufrido discriminación en relación con un programa de cualquier institución que reciba apoyo federal, debe contactarse de inmediato con la agencia federal que brinda ese apoyo.

Publicación OFCCP 1420
Se revisó en agosto de 2008

SECTION 3 COMPLIANCE REPORT

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code:	(Use a separate sheet for each Program Code)	

Program Codes
1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation and Modernization 4. Homeless Assistance 5. HOME
6. HOME - State Administered 7. CDBG – Entitlement 8. CDBG - State Administered 9. Other CD Program 10. Other Housing Programs

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 HIRES	CODE(S)	
				RACIAL	ETHNIC
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Total:					

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT	CODE(S)	
			RACIAL	ETHNIC

RACIAL BACKGROUND:

SINGLE CATAGORIES	DOUBLE CATEGORIES
1. American Indian/Alaska Native	6. American Indian or Alaska Native AND White
2. Asian	7. Asian AND White
3. Black/African American	8. Black or African American AND White
4. Native Hawaiian/Other Pacific Islander	9. American Indian or Alaska Native AND Black or African American
5. White	10. Other – for individuals not identified above.

ETHNIC BACKGROUND:

A. Hispanic/Latino B. Not Hispanic/Latino

Part III: SUMMARY

INDICATE GOOD FAITH EFFORTS MADE BY YOUR COMPANY TO EMPLOY AND TRAIN SECTION 3 RESIDENTS OR BUSINESS CONCERNS
(Check the appropriate boxes and attach copies of any advertisements, letters or notices)

- ☐ Trained and/or Employed Section 3 Residents equal to _____ (%) of the aggregate new hires. (Attach Resident Certifications)
- ☐ Sub-contracts awarded to Section 3 Business Concerns equal to _____ (%) of the total contract amount. (Attach Business Certifications)
- ☐ Entered into first source hiring agreement
- ☐ Sponsored a HUD-certified "Step-up" employment and Training Program. ☐ Established training program.
- ☐ Advertised the training and employment positions by distributing flyers.
- ☐ Distributed to every occupied dwelling unit in the housing development. ☐ Posted in common areas of the housing development.
- ☐ Posted or distributed flyers to housing authority. ☐ Contacted management to notify residents. (Attach list)
- ☐ The Housing Authority employed Section 3 residents directly as outlined in the *force account labor*.
- ☐ Sponsored a job informational meeting, conducted by the housing authority at the development site. (Attach sign-in sheet)
- ☐ Arranged assistance in conduction job interviews and completing job applications for residents.
- ☐ Conducted job interviews at housing development site or within the neighborhood or service area. (Attach list)
- ☐ Contacted agencies administering HUD Youth-Build programs. (Attach list)
- ☐ Consulted with State and/or local agencies administering training programs. ☐ JTPA ☐ Probation and Parole Agencies
- ☐ Advertised through local media, television, radio, newspaper, other. (Attach copy of advertisement)
- ☐ Hired a job coordinator or contracted a business concern licensed in the field of job placement. (Attach copy of agreement)
- ☐ Maintained a file of eligible, qualified Section 3 Residents/Business Concerns for future employment.

SECTION 3 COMPLIANCE REPORT INSTRUCTIONS

Section 3 Compliance Report

This form applies to recipients of housing and community development assistance in excess of $200,000 expended for housing rehabilitation, housing construction, or other public construction; and to contracts and subcontracts in excess of $100,000 awarded in connection with the Section 3 activity.

1. Name and Address: Fill in the name and address of the entity completing the form. This may be a grantee, subgrantee, contractor or subcontractor.

2. Project Number(s): Fill in all project numbers that apply to the Section 3 activity.

3. Dollar Amount of Award: Fill in the total dollar amount awarded for the Section 3 activity.

4. Contact Person: Fill in the name of the person with knowledge of the award and implementation of the Section 3 activity.

5. Phone: Fill in the telephone number of the contact person.

6. Reporting Period: Fill in the time period covered by the report.

7. Date Report Submitted: Fill in the time period covered by the report.

Part I: Employment and Training Performance

Job Category: Professionals are defined as people who have special knowledge of an occupation (e.g. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade separately. The category of Other includes occupations such as service workers.

Number of New Hires: Enter the number of new hires for each job category identified. New hire refers to a person who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Number of New Hires that are Section 3 Residents: Enter the number of Section 3 new hires for each job category identified. Section 3 new hire refers to a Section 3 resident who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Number of Section 3 Employees and Trainees: Enter the total number of Section 3 residents who were employed and trained in connection with the Section 3 covered award. This includes, but is not limited to, the new hires.

Part II: Contract Awards to Section 3 Businesses

Name of Section 3 Business Concern: Enter the name of each Section 3 business that was awarded a contract or subcontract in connection with the Section 3 covered award.

Specify Construction or Non-Construction Contract: Enter "construction" or "non-construction" to indicate whether each contract was a construction contract.

Contract Amount: Enter the total amount of each award to a Section 3 business.

Part III: Summary

Check all efforts undertaken to direct opportunities toward low- and very low-income persons in connection with the Section 3 award. Briefly describe any "other" such efforts.

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

____ Participated in a HUD program of other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

____ Other; describe below.

GUIDELINES FOR COMPLETING THE SECTION 3 BID EVALUATION MEMORANDUM

NOTE: This *Section 3 Bid Evaluation Memorandum* form is required during procurement when:

- The project budget includes $200,000 or more of housing & development funds (such as CDBG or HOME funds), AND
- The Local Contracting Agency (LCA) anticipates awarding a contract in the amount of $100,000 or more

A Section 3 Responsive bidder is a bidder that submits a *Section 3 Business Certification* form with their bid, documenting that they:

Option 1 – Qualify as a Section 3 Business concern because they:

- Are 51% owned by low-income residents, or
- Employ low-income residents (30% or more permanent full-time employees are income qualified) and a signed *Section 3 Resident Certification form* from each qualified employee is submitted with the bid.

- OR -

Option 2 – Make a written commitment: submit a *Section 3 Economic Opportunity Plan*, identify positions to reflect that they will:

Option a – Hire at least 30% aggregate new-hires that are qualified low-income residents, and

- Provide the *Section 3 Resident Certification* form for each income qualified new-hire.

Option b – Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and

- Provides a *Section 3 Resident Certification* form for each income qualified employee.

NOTE: The recipient of a Section 3 contract is required to submit a *Section 3 Summary Report* with their final Certified Payroll Report.

A Section 3 Non-responsive bidder is a bidder that:

- Fails to provide a *Section 3 Business Certification* form and *Resident Certification forms* with a bid response, or
- Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response.

A REASONABLE bid is a bid that is not more then the value of "X" higher than the LOWEST BID.

1. The actual dollar amount of the lowest bid received from any responsible bidder, PLUS
2. The "X" FACTOR, which is the lesser of;
   a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
   b. The actual dollar amount listed on the chart below.
3. Equal the MAXIMUM ACCEPTABLE BID.

Zone of Consideration

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
$100,000	N/A	10%	$9,000
$100,000	$200,000	9%	$16,000
$200,000	$300,000	8%	$21,000
$300,000	$400,000	7%	$24,000
$400,000	$500,000	6%	$25,000
$500,000	$1,000,000	5%	$40,000
$1,000,000	$2,000,000	4%	$60,000
$2,000,000	$4,000,000	3%	$80,000
$4,000,000	$7,000,000	2%	$105,000
$7,000,000		1.5%	

SECTION 3 BID PREFERENCES

First preference consideration will be given to a bidder who is a qualified Section 3 Business Concern; and provides a reasonable bid.

Second preference consideration will be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns and identifies the positions and/or subcontractors on a completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid. If the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to Section 3 requirements, the contract shall be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with California Public Contracting Code.

NOTE: When awarding a contract to the lowest bidder who is non-responsive to Section 3 requirements, but provides a reasonable bid, the bidder must sign a *Section 3 Commitment* form acknowledging that they must document and report all efforts made to achieve the minimum requirements of Section 3 (30% of aggregate new hires must be income qualified, or 25% of the subcontracts awarded will be qualified business concerns).

TO: Contract Compliance Officer, Community Development Block Grant Division
Community Development Commission, County of Los Angeles

Date _____
PRIOR TO CONTRACT AWARD
FAX a copy to (323) 890-8595

SECTION 3 BID EVALUATION MEMORANDUM

(The LCR should refer to the guidelines on the reverse side of this page for assistance with completing this form)

Awarding Agency: _____ Labor Standards Officer: _____
Project Name: _____ Project Number: _____
Bid Opening Date: _____

SECTION 3 RESPONSIVENESS

	RESPONSIVE YES	RESPONSIVE NO	Bid Amount (List Low Bid First) (Use Additional Sheets If Necessary)
BUSINESS NAME: Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			$
BUSINESS NAME: Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			$
BUSINESS NAME: Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			$
BUSINESS NAME: Option 1. ☐ 51% Owned, or ☐ Employ 30% or more income qualified workers, AND *Resident Certification* forms are in file, OR Option 2. ☐ Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. ☐ Incorporate *Resident Certification* in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. ☐ Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			$

REASONABLENESS OF BID *(See the back side of this form for assistance with calculating the Zone of Consideration)*

"X" FACTOR		
	ENTER THE LOWEST BID AMOUNT HERE:	$
	ADD the Lesser of $_____ (_____ % of Low Bid) OR $_____	$
	TO RECEIVE A SECTION 3 PREFERENCES, THE BID CAN NOT EXCEED:	$

First consideration for a bid preference will be given to a bidder who is a qualified Section 3 Business Concern and provides a reasonable bid.
Second consideration for a bid preference will be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns and identifies the positions and/or subcontractors on a completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid.

RECOMMENDATION FOR SECTION 3 BID PREFERENCE

The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"

_____
(Print Name of Contracting Officer)

_____
(Signature of Contracting Officer)

_____
(Date)

Check this box below if applicable

☐ No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.**

CONTRACTING WITH SMALL BUSINESS MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

   a. Including qualified Small Business and Minority Firms on solicitation lists.

   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal. Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilizes) in the performance of any non exempt contract or subcontract,. is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act,** as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

FRINGE BENEFIT PAYMENT CERTIFICATION

PROJECT NAME _____ LOCAL CONTRACTING AGENCY _____

Location: _____ CDBG Project Number: _____

Work Classification	HOURLY FRINGE BENEFITS PROVIDED		Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	
	Health & Welfare	$	
	Pension	$	
	Vacation	$	
	Apprenticeship/Training	$	
	Other (explain)	$	
	TOTAL HOURLY FRINGE	$	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

OR

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs. Benefits are added to hourly rates and paid each week to the employees.

_____ _____
(Print Company Name) *(Print Name of Person Authorized to Sign)*

Contractor License Number: _____ By: _____

Date: _____ Title: _____

NOTICE OF SECTION 3 COMMITMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development 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 Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____. For additional information, you may contact _____ (Contact Person's Name), _____ (Title) at (_____) _____.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ By: _____
(Print Name) (Signature)

_____ _____
(Date) (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: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 09/30/2006)

1. FROM (*name and address of requesting agency*)

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ Building ☐ Residential
☐ Heavy ☐ Other (specify)
☐ Highway

6. WAGE DECISION NO. (include modification number, if any)

☐ COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

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

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative
(Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

TO: Contract Compliance Officer, Community Development Block Grant Division
Community Development Commission, County of Los Angeles

Date _____
FAX a copy to CDBG prior to award
(323) 890-8595

SECTION 3 BID EVALUATION MEMORANDUM

Awarding Agency: _____ Agency Representative: _____

Project Name: _____ Project Number: _____

Bid Opening Date: _____

REASONABLENESS OF BID (See guidelines on the back of this form for the *Zone of Consideration*)

"X" FACTOR		
	The Lowest Bid	$
	PLUS	
	The lesser of 0.00% of Low Bid ($ 0.00) - or $	$ 0.00
	EQUAL	
	Maximum Acceptable Section 3 Reasonable Bid	$ 0.00

NAME OF BIDDER (Documents Provided to demonstrate responsiveness to Section 3 Contracting, Employment and Training Goals)	**Section 3 Responsive** Yes	No	**Bid Amount** (List Low Bid First)
☐Qualified Section 3 Business Concern, ☐51% Owned by Section 3 person(s), or ☐Section 3 Economic Opportunity Plan ☐ Section 3 Business Certification form(s) ____%☐Subcontracts ☐ Section 3 Resident Certification form(s) ____%☐Employees, or ☐New Hires			$
☐Qualified Section 3 Business Concern, ☐51% Owned by Section 3 person(s), or ☐Section 3 Economic Opportunity Plan ☐ Section 3 Business Certification form(s) ____%☐Subcontracts ☐ Section 3 Resident Certification form(s) ____%☐Employees, or ☐New Hires			$
☐Qualified Section 3 Business Concern, ☐51% Owned by Section 3 person(s), or ☐Section 3 Economic Opportunity Plan ☐ Section 3 Business Certification form(s) ____%☐Subcontracts ☐ Section 3 Resident Certification form(s) ____%☐Employees, or ☐New Hires			$
☐Qualified Section 3 Business Concern, ☐51% Owned by Section 3 person(s), or ☐Section 3 Economic Opportunity Plan ☐ Section 3 Business Certification form(s) ____%☐Subcontracts ☐ Section 3 Resident Certification form(s) ____%☐Employees, or ☐New Hires			$

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

RECOMMENDATION FOR SECTION 3 CONTRACT AWARD

The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"

Check the box below if applicable

☐ No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.

_____
(Print Name of Contracting Officer)

_____
(Signature of Contracting Officer)

_____
(Date)

A **Section 3 Responsive bidder** is a bidder that submits a *Section 3 Business Certification* form with the bid, and

1. Qualifies as a Section 3 Business concern because the business

•Is 51% owned by low-income residents, or

•30% or more of its permanent full-time employees are low-income residents, and

•Provides the *Section 3 Resident Certification form*(s) for each qualified employee.

- OR -

2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:

•Hire at least 30% aggregate new-hires that are qualified low-income residents, and

•Provide the *Section 3 Resident Certification* form(s) for each Section 3 new-hire, or

•Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and

•Ensure that the Business Concern(s) provide *Section 3 Resident Certification* form(s) for each qualified employee.

NOTE: If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a *Section 3 Summary Report* by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

A **Section 3 Non-responsive bidder** is a bidder that:

- ▶ Fails to provide a *Section 3 Business Certification* form documenting Section 3 qualifications with a bid response, or
- ▶ Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A **REASONABLE bid** is a bid that is not more then the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR,** which is the lesser of;
   a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
   b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

ZONE OF CONSIDERATION

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
$100,000	N/A	10%	$9,000
$100,000	$200,000	9%	$16,000
$200,000	$300,000	8%	$21,000
$300,000	$400,000	7%	$24,000
$400,000	$500,000	6%	$25,000
$500,000	$1,000,000	5%	$40,000
$1,000,000	$2,000,000	4%	$60,000
$2,000,000	$4,000,000	3%	$80,000
$4,000,000	$7,000,000	2%	$105,000
$7,000,000		1.5%	

General Decision Number: CA180033 01/19/2018 CA33

Superseded General Decision Number: CA20170033

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 $10.35 for calendar year 2018 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 $10.35 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 2018. 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	01/05/2018
1	01/12/2018
2	01/19/2018

ASBE0005-002 07/03/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 26.96	17.81

ASBE0005-004 07/03/2017

	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)	$ 19.26	11.27

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER	$ 41.17	28.27

* BRCA0004-007 05/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 39.91	15.45

*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 07/01/2017

	Rates	Fringes
MARBLE FINISHER	$ 30.93	12.95
TILE FINISHER	$ 25.98	11.23
TILE LAYER	$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER	$ 30.53	12.27
TERRAZZO WORKER/SETTER	$ 37.57	13.14

CARP0409-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 39.83	15.50
(2) Millwright	$ 40.90	15.50
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock		

Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 40.53	15.50
(4) Pneumatic Nailer, Power Stapler	$ 40.09	15.50
(5) Sawfiler	$ 39.83	15.50
(6) Scaffold Builder	$ 31.60	15.50
(7) Table Power Saw Operator	$ 40.93	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet	$ 712.48	17.03
(2) Standby	$ 356.24	17.03
(3) Tender	$ 348.24	17.03
(4) Assistant Tender	$ 324.24	17.03

Amounts in "Rates' column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 40.40	15.03
STOCKER/SCRAPPER	$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	$ 17.00	7.41

ELEC0011-004 07/31/2017

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 42.85	3%+27.37
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician	$ 42.90	3%+27.32
Technician	$ 31.09	3%+27.32

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.

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* ELEC0011-005 01/01/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	$ 33.64	3%+14.33
Technician	$ 32.18	3%+27.32

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 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 44.32	3%+17.65
(3) Groundman	$ 33.89	3%+17.65
(4) Powderman	$ 49.55	3%+17.65

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

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ELEV0018-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.85	32.645

FOOTNOTE:
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.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2017

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 44.00	24.25
GROUP 2	$ 44.78	24.25
GROUP 3	$ 45.07	24.25
GROUP 4	$ 46.56	24.25
GROUP 5	$ 47.66	24.25
GROUP 6	$ 46.78	24.25
GROUP 8	$ 46.89	24.25
GROUP 9	$ 47.99	24.25
GROUP 10	$ 48.01	24.25
GROUP 11	$ 48.11	24.25
GROUP 12	$ 47.18	24.25
GROUP 13	$ 47.28	24.25
GROUP 14	$ 47.31	24.25
GROUP 15	$ 47.39	24.25
GROUP 16	$ 47.51	24.25
GROUP 17	$ 47.68	24.25
GROUP 18	$ 47.78	24.25
GROUP 19	$ 47.89	24.25
GROUP 20	$ 48.01	24.25
GROUP 21	$ 48.18	24.25
GROUP 22	$ 48.28	24.25
GROUP 23	$ 48.39	24.25
GROUP 24	$ 48.51	24.25
GROUP 25	$ 48.68	24.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 45.35	24.25
GROUP 2	$ 46.13	24.25
GROUP 3	$ 46.42	24.25
GROUP 4	$ 46.56	24.25
GROUP 5	$ 46.78	24.25
GROUP 6	$ 46.89	24.25
GROUP 7	$ 47.01	24.25
GROUP 8	$ 47.18	24.25
GROUP 9	$ 47.35	24.25
GROUP 10	$ 48.35	24.25
GROUP 11	$ 49.35	24.25
GROUP 12	$ 50.35	24.25
GROUP 13	$ 51.35	24.25
OPERATOR: Power Equipment		

(Tunnel Work)

GROUP 1	$ 41.80	23.35
GROUP 2	$ 42.58	23.35
GROUP 3	$ 42.87	23.35
GROUP 4	$ 43.01	23.35
GROUP 5	$ 43.23	23.35
GROUP 6	$ 43.34	23.35
GROUP 7	$ 43.46	23.35

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the followng 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 bendng 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 simi,ar 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,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

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 whch 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 think 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 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 49.50	23.60
(2) Dredge dozer	$ 43.53	23.60
(3) Deckmate	$ 43.42	23.60
(4) Winch operator (stern winch on dredge)	$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 42.33	23.60
(6) Barge Mate	$ 42.94	23.60

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* IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 29.58	21.59
Ornamental, Reinforcing and Structural	$ 36.00	30.15

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 - Sealey, 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 07/01/2017

	Rates	Fringes
Brick Tender	$ 31.36	17.82

LABO0300-003 07/03/2017

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 39.04	18.24
GROUP 2	$ 39.36	18.24

GROUP 3	$ 39.82	18.24
GROUP 4	$ 40.51	18.24
LABORER		
GROUP 1	$ 33.19	18.24
GROUP 2	$ 33.74	18.24
GROUP 3	$ 34.29	18.24
GROUP 4	$ 35.84	18.24
GROUP 5	$ 36.19	18.24

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 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	$ 33.19	17.78

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 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	$ 41.08	17.39
GROUP 2.....	$ 40.13	17.39
GROUP 3.....	$ 36.59	17.39

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, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	$ 34.65	13.20
(2) Vehicle Operator/Hauler.	$ 34.82	13.20

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     (3) Horizontal Directional
     Drill Operator.............$ 36.67           13.20
     (4) Electronic Tracking
     Locator....................$ 38.67           13.20
Laborers: (STRIPING/SLURRY
SEAL)
     GROUP 1....................$ 35.86           16.21
     GROUP 2....................$ 37.16           16.21
     GROUP 3....................$ 39.17           16.21
     GROUP 4....................$ 40.91           16.21

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

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 LABO1414-001 08/02/2017

                                  Rates          Fringes

LABORER
     PLASTER CLEAN-UP LABORER....$ 32.50            18.29
     PLASTER TENDER.............$ 35.05            18.29

Work on a swing stage scaffold: $1.00 per hour additional.
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 PAIN0036-001 01/01/2018

                                  Rates          Fringes
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Painters: (Including Lead Abatement)
(1) Repaint (excludes San Diego County).....$ 27.59 14.14
(2) All Other Work.....$ 31.12 14.14

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 10/01/2017

	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	$ 32.05	16.82
Remainder of Los Angeles County	$ 38.58	18.64

PAIN0036-015 06/01/2017

	Rates	Fringes
GLAZIER	$ 40.95	24.40

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

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PAIN1247-002 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER	$ 32.35	14.56

PLAS0200-009 08/02/2017

	Rates	Fringes
PLASTERER	$ 41.26	14.46

PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.30	23.33

PLUM0016-001 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
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	$ 49.28	21.61
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 36.91	18.96

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.16	25.19
Sewer & Storm Drain Work	$ 44.16	25.19

ROOF0036-002 08/01/2017

	Rates	Fringes
ROOFER	$ 37.07	16.17

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 04/01/2017

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	$ 39.07	15.84

SFCA0709-005 07/01/2015

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).....	$ 42.93	24.04

SHEE0105-002 01/01/2018

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

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 25.67	10.42
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....	$ 42.78	27.96

SHEE0105-003 01/01/2018

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 42.78	27.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 42.78	27.96

SHEE0105-004 01/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including

Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 32.38	26.99

TEAM0011-002 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 29.59	27.74
GROUP 2	$ 29.74	27.74
GROUP 3	$ 29.87	27.74
GROUP 4	$ 30.06	27.74
GROUP 5	$ 30.09	27.74
GROUP 6	$ 30.12	27.74
GROUP 7	$ 30.37	27.74
GROUP 8	$ 30.62	27.74
GROUP 9	$ 30.82	27.74
GROUP 10	$ 31.12	27.74
GROUP 11	$ 31.62	27.74
GROUP 12	$ 32.05	27.74

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.

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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 SAN FERNANDO

PUBLIC WORKS DEPARTMENT

SAN FERNANDO ROAD IMPROVEMENTS

BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET

CDBG PROJECT NO. 601882-17
PROJECT NO. 7599, PLAN NO. 724

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FERNANDO REQUIREMENTS.

THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AGENCY'S STANDARD PLANS, PROJECT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS. THE CONTRACTOR SHALL KEEP A COPY OF THIS INFORMATION ON THE JOBSITE.

A PRECONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.

THE CONTRACTOR SHALL NOTIFY THE AGENCY'S CONSTRUCTION MANAGER, MANUEL FABIAN @ (818) 898-1243, A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND 48 HOURS IN ADVANCE OF INSPECTION REQUESTS.

PROJECT STATIONING REFERS TO THE CENTERLINE OF THE STREET.

STOCK PILING OF REMOVED MATERIAL WILL NOT BE ALLOWED IN OR AROUND THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING OFF ALL EXCESS MATERIALS GENERATED DURING THE CONSTRUCTION OF THIS PROJECT TO AN APPROVED DISPOSAL SITE.

DUST SHALL BE CONTROLLED WITH WATER OR AS REQUIRED UNDER THE DIRECTION OF THE INSPECTOR.

REMOVAL OF ALL VEGETATION AND DEBRIS PRIOR TO ANY GRADING IS REQUIRED.

NO EXCAVATION SHALL BE LEFT OPEN AFTER DAYLIGHT HOURS, EXCAVATIONS SHALL BE BACKFILLED AND PAVEMENT REPLACED OR BRIDGED WITH TRAFFIC RATED STEEL PLATES.

CONTRACTOR WORK SHALL BE 7:00 AM TO 4:00 PM MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE ACCEPTED BY THE CITY. ALL WORK WITHIN VEHICULAR TRAFFIC LANES SHALL BE LIMITED TO 9:00 AM AND 3:00 PM.

AN AGENCY APPROVED TRAFFIC CONTROL PLAN PER LATEST EDITION OF THE WATCH HANDBOOK SHALL BE SECURED 48 HOURS PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL PROVIDE PHASING PLAN FOR SAN FERNANDO RD AND HUBBARD AVE.

INSTALL TAR PAPER AROUND POWER POLES PRIOR TO LAYING A.C. PAVEMENT IN ALLIES.

PROVIDE 2" X 4" REDWOOD HEADERS AT PROPERTY LINES WHERE PROPOSED PAVEMENT IS CONSTRUCTED ADJACENT TO DIRT OR UNPAVED AREA, OR ADJACENT TO WOOD, METAL OR CHAIN LINE FENCE, SEE TYPICAL SECTION DETAIL.

JOIN NEW A.C. PAVEMENT TO EXISTING A.C. & CONC. PAVEMENT AT PROPERTY LINE. SAW-CUT AS NECESSARY AND PROVIDE TACK COAT.

THE SUBGRADE OF THE DRIVEWAY AND PARKING AREAS SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT 90%. COMPACTION ACTIVITIES SHALL BE INSPECTED BY AGENCY PRIOR TO PLACING CRUSHED MISCELLANEOUS BASE AND CASTING OF CONCRETE.

PUBLIC UTILITIES WITHIN THE CITY OF SAN FERNANDO

WATER:
CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
TONY SALAZAR OR DANNY GARCIA
818 898 1293

WASTEWATER:
CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
DALE WARREN
818 898 1293

ELECTRICITY:
SOUTHERN CALIFORNIA EDISON COMPANY
EMERGENCY CALLS
800 611 1911

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
EMERGENCY CALLS
800 427 2200

TELEPHONE:
VERIZON
EMERGENCY CALLS
800 483 1000

CABLE:
TIME WARNER
EMERGENCY CALLS
818 700 6500

POLICE:
CITY OF SAN FERNANDO POLICE DEPT.
NON-EMERGENCY NUMBER
818 898 1267

LIST OF DRAWINGS

SHEET NO.	*DESCRIPTION*
1	*Title Sheet*
2	*Street Improvement Plan*
3	*Striping Plan*

CONSTRUCTION NOTES

① Cold Mill 1.5" AC Pavement
② Construct 1.5" thick ARHM Overlay.
③ Remove and Replace 4" thick PCC Sidewalk
④ Remove and Replace PCC Curb per SPPWC Standard Plan120-2
⑤ Remove and Replace 6" thick PCC Drive Approach per SPPWC Standard Plan 110-2, Type A
⑥ Remove existing PCC Drive Approach and Construct 4" thick PCC Sidewalk
⑦ Construct Curb Ramp with Truncated Dome
⑧ Remove and Replace PCC Spandral
⑨ Install Yellow Truncated Dome To Existing Ramp
⑩ Adjust Manhole Cover to Grade
⑪ Adjust Gate Valve Cover to Grade
⑫ Provide Traffic Striping, Pavement Marking, or Reflective Pavement Markers
⑬ Provide and Install Type E Vehicle Loops per SPWWC Standard Plan 457-1

DISPOSITION NOTES
[1] Protect in Place

STREET LIGHT
SEWER MANHOLE
SEWER MAIN LINE
MAIL BOX
LOOP DETECTORS
SIGN
POWER POLE
STORM DRAIN MANHOLE
VAULT
TRAFFIC SIGNAL BOX
GAS METER
OIL VALVE
TRAFFIC SIGNAL
PULL BOX
FIRE HYDRANT
WATER METER
WATER VALVE
WATER MAIN LINE
GAS VALVE
LIGHT POLE
GAS LINE



Vicinity Map

NTS

NOTICE TO CONTRACTOR:

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND ALERT FOR LOCATION OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION.

811

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETE/LANDSCAPING DURING CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

03192018

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

REGISTERED PROFESSIONAL ENGINEER YING KWAN EXP. 3/31/2018 CIVIL STATE OF CALIFORNIA

DRAWN BY:	MF
DESIGNED BY:	MF
CHECKED BY:	YK

12/5/2017
Manuel Fabian, Civil Engineer Assistant II DATE

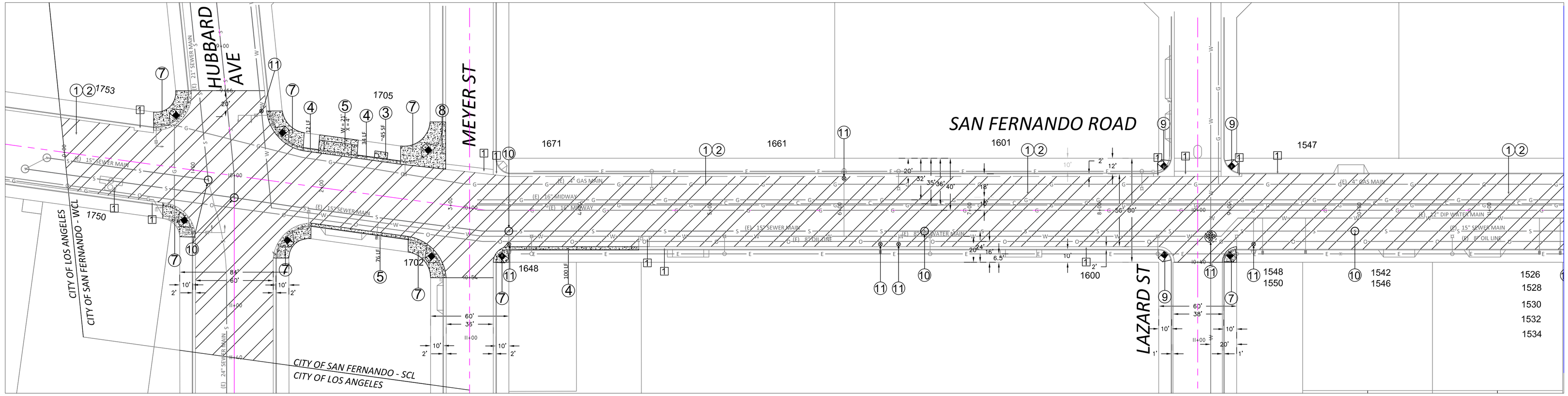
12/5/2017
Ying Kwan, P.E., City Engineer DATE
R.C.E. NO.: 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY

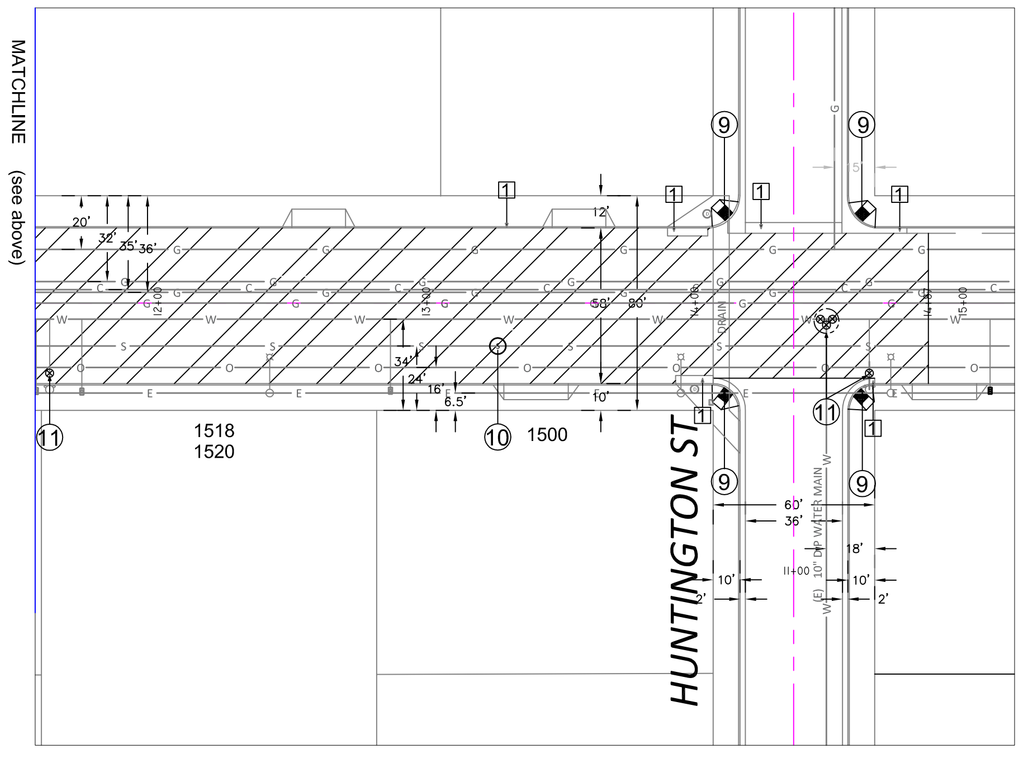
CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

San Fernando Road Street Improvements
between West City Limit and S Huntington Street
TITLE PAGE
CDBG Project No. 601882-17
Project No. 7599, Plan No. P-724

SHEET No.
1
OF
3



* Gas and Communication lines near the centerline of San Fernando Road are not show West of Meyer Street



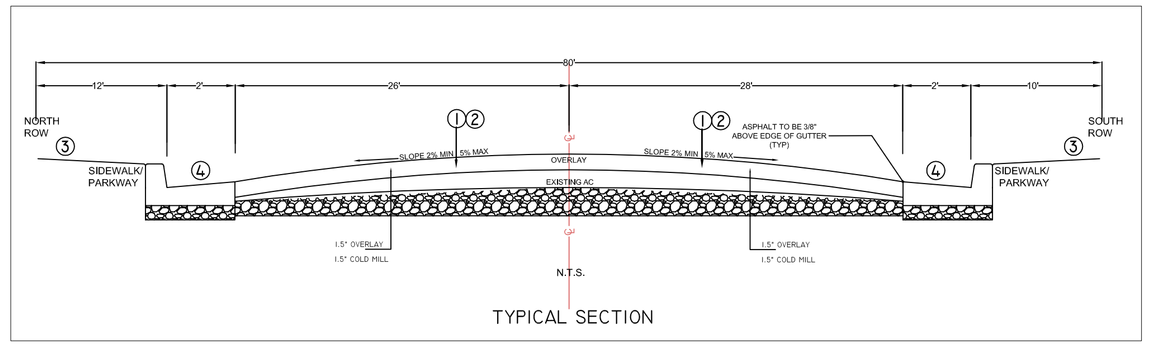
CONSTRUCTION NOTES

① Cold Mill 1.5" AC Pavement
② Construct 1.5" thick ARHM Overlay,
③ Remove and Replace 4" thick PCC Sidewalk
④ Remove and Replace PCC Curb and Gutter per SPPWC Standard Plan120-2
⑤ Remove and Replace 6" thick PCC Drive Approach per SPPWC Standard Plan 110-2, Type A
⑥ Remove existing PCC Drive Approach and Construct 4" thick PCC Sidewalk
⑦ Construct Curb Ramp with Truncated Dome
⑧ Remove and Replace PCC Spandral
⑨ Install Yellow Truncated Dome To Existing Ramp
⑩ Adjust Manhole Cover to Grade
⑪ Adjust Gate Valve Cover to Grade
⑫ Provide Traffic Striping, Pavement Marking, or Reflective Pavement Markers
⑬ Provide and Install Type E Vehicle Loops per SPWWC Standard Plan 457-1

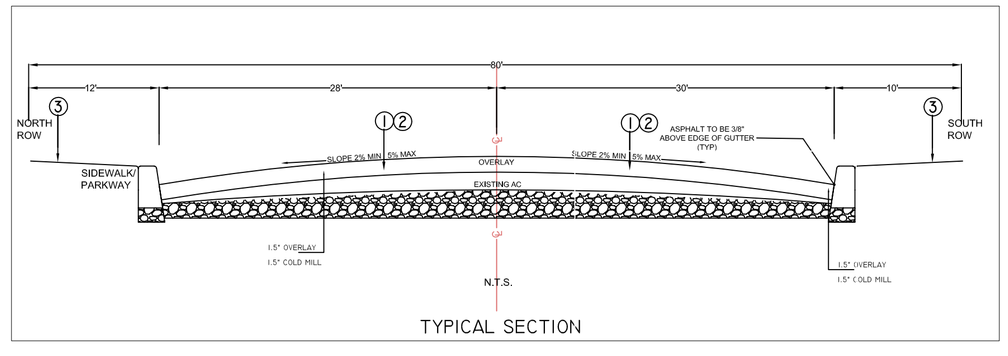
STREET LIGHT
SMH SEWER MANHOLE
S SEWER MAIN LINE
MB MAIL BOX
LOOP DETECTORS
SIGN
PP POWER POLE
SDMH STORM DRAIN MANHOLE
VAULT
TSB TRAFFIC SIGNAL BOX
GM GAS METER
OV OIL VALVE
TRAFFIC SIGNAL
PB PULL BOX
FH FIRE HYDRANT
WM WATER METER
WV WATER VALVE
W WATER MAIN LINE
GAS V GAS VALVE
GUY WIRE
LIGHT POLE
G GAS LINE

DISPOSITION NOTES

1 Protect in Place



SAN FERNANDO RD BETWEEN WCL AND S LAZARD



SAN FERNANDO RD BETWEEN S LAZARD AND S HUNTINGTON

1" = 40'

0 40 80

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

REGISTERED PROFESSIONAL ENGINEER YING KWAN STATE OF CALIFORNIA CIVIL DP 3/3/2018 NO. 42418

DRAWN BY:	MF
DESIGNED BY:	MF
CHECKED BY:	YK

Manuel Fabian, Civil Engineer Assistant II — 12/5/2017 DATE

Ying Kwan, P.E., City Engineer — 12/5/2017 DATE

R.C.E. NO.: 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

San Fernando Road Street Improvements

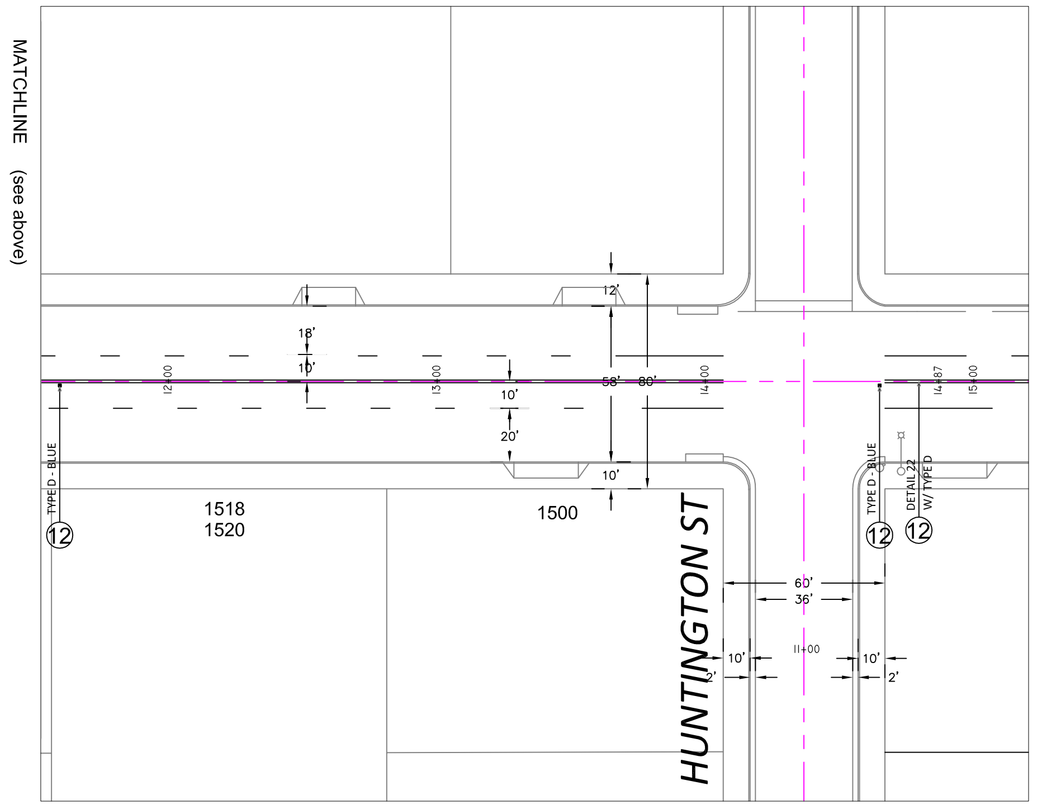
between West City Limit and S Huntington Street

STREET IMPROVEMENT PLAN

CDBG Project No. 601882-17
Project No. 7599, Plan No. P-724

SHEET No. 2 OF 3





CONSTRUCTION NOTES

① Cold Mill 1.5" AC Pavement
② Construct 1.5" thick ARHM Overlay.
③ Remove and Replace 4" thick PCC Sidewalk
④ Remove and Replace PCC Curb and Gutter per SPPWC Standard Plan120-2
⑤ Remove and Replace 6" thick PCC Drive Approach per SPPWC Standard Plan 110-2, Type A
⑥ Remove existing PCC Drive Approach and Construct 4" thick PCC Sidewalk
⑦ Construct Curb Ramp with Truncated Dome
⑧ Remove and Replace PCC Spandral
⑨ Install Yellow Truncated Dome To Existing Ramp
⑩ Adjust Manhole Cover to Grade
⑪ Adjust Gate Valve Cover to Grade
⑫ Provide Traffic Striping, Pavement Marking, or Reflective Pavement Markers
⑬ Provide and Install Type E Vehicle Loops per SPWWC Standard Plan 457-1

- STREET LIGHT
- SMH (S) SEWER MANHOLE
- S SEWER MAIN LINE
- MB MAIL BOX
- LOOP DETECTORS
- SIGN
- PP POWER POLE
- SDMH STORM DRAIN MANHOLE
- VAULT
- TSB TRAFFIC SIGNAL BOX
- GM GAS METER
- OV OIL VALVE
- TRAFFIC SIGNAL
- PB PULL BOX
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- W WATER MAIN LINE
- GAS V GAS VALVE
- GUY WIRE
- LIGHT POLE
- G GAS LINE

DISPOSITION NOTES

[1] Protect in Place

1" = 40'

0 40 80

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

REGISTERED PROFESSIONAL ENGINEER YING KWAN EXP. 3/31/2018 NO. 42418 STATE OF CALIFORNIA CIVIL

DRAWN BY:	MF
DESIGNED BY:	MF
CHECKED BY:	YK

12/05/2017
Manuel Fabian, Civil Engineer Assistant II DATE

12/05/2017
Ying Kwan, P.E., City Engineer DATE

R.C.E. NO.: 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

San Fernando Road Street Improvements

between West City Limit and S. Huntington Street

STRIPING PLAN

CDBG Project No. 601882-17
Project No. 7599, Plan No. P-724

SHEET No. 3 OF 3

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1881

CONSTRUCTION CONTRACT/AGREEMENT

TORO ENTERPRISES, INC.

San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Plans (P-724) and Specifications (Job No. 7599)

THIS AGREEMENT, made and entered into this 19th day of March, 2018, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and All American Asphalt "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Plans (P-724) and Specifications (Job No. 7599)** Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **San Fernando Road Street Improvements between West City Limit and South Huntington Street, CDBG Project No. 601882-17 Plans (P-724) and Specifications (Job No. 7599)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated March 1, 2018.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Two Hundred Thirty-One Thousand One Hundred Ninety Dollars and No Cents ($231,190).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **thirty (30)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or

SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

> The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars ($50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires 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."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
ALEXANDER MEYERHOFF
CITY MANAGER

ATTEST:

_____
ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

_____
RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ _____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____ _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ____day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST: _____
(Address)

_____ _____
(By)

_____ _____

_____

ATTEST: _____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____as Contractor, has by written agreement dated _____, 2018, entered into a contract with Owner for in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST: _____
(Address)

_____ _____
(By)

_____ _____

_____

ATTEST: _____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

Rate of premium on this bond is $_____ per thousand.

Total amount of premium charge is $_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

_____

_____

_____

ATTACHMENT "C"

RESOLUTION NO. 7841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017-18 ADOPTED ON JUNE 19, 2017

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017-18, commencing July 1, 2017, and ending June 30, 2018; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the San Fernando Road Street Improvements Project, between West City Limit and South Huntington Street, is funded through Community Development Block Grant (CDBG) funds; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018, a copy of which is on file in the City Clerk's Office, and was adopted on June 19, 2017.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following adjustments are made to the City Budget:

CDBG Fund (026):

Increase in Revenues:	
026-3693-0159	$82,465
Increase in Expenditures:	
026-311-0159-4600	$82,465

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2018.

_____

Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of March, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

REQUEST FOR PROPOSALS

SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN WEST CITY LIMIT AND S HUNTINGTON STREET CDBG PROJECT NO. 601882-17, JOB NO. 7599, PLAN NO. P-724

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: THURSDAY, MARCH 1, 2018 – 2:00 PM

No.	Company Name	Address	Date and Time Received	Cost
1	EC Construction	2213 Chico Ave. S. El Monte, CA 91733	3/1/18 @ 1:20 p.m.	$262,120.30
2	R.C.Becker & Son	28355 Kelly Johnson Parkway Santa Clarita, CA 91355	3/1/18 @ 1:38 p.m.	$339,451.75
3	All American Asphalt	P.O. Box 2229 Corona, CA 92878-2229	3/1/18 @1:46 p.m.	$257,770.00
4	Sully-Miller Co.	135 S. State College Blvd., Suite #400 Brea, CA 92821	3/1/18 @1:50 p.m.	$282,450.00
5	Toro Enterprises Inc. General Engineering Contractors	P.O. Box 6285 Oxnard, CA 93031	3/1/18 @ 1:52 p.m.	$231,190.00
6	PALP,INC. DBA Excel Paving Company	2230 Lemon Ave. Long Beach, CA 90806	3/1/18 @1:55 p.m.	$259,960.00
7				
8				

ATTACHMENT "D"

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Richard Padilla, Assistant City Attorney

Date: March 19, 2018

Subject: Consideration and Approval of a Second Amendment to the City Clerk Employment Agreement to Bring Benefits Package In Line with City Department Heads

RECOMMENDATION:

It is recommended that the City Council approve an amendment to the City Clerk Employment Agreement (Attachment "A" - Contract No. 1804(b)).

BACKGROUND AND ANALYSIS

The City of San Fernando and City Clerk Elena G. Chavez entered into an employment agreement on December 7, 2015 ("Master Agreement"). The Master Agreement was previously amended to modify the terms under which the City made CalPERS contributions under the Master Agreement to confirm with State law requirements. Under this Second Amendment, the City Council wishes to modify the Master Agreement further such that the other benefits provided to members of the City's Department Head/Executive Team pursuant to City Council Resolution No. 7692 and Resolution No. 7807 (Attachment "B") are also provided to the City Clerk in the same manner as set forth in these resolutions. Among the benefits that will be aligned with other Department Heads are the receipt of the standard technology reimbursement, receipt of such reimbursements as are offered to Department Heads under Resolution No. 7692 and the receipt of long-term disability as provided to Department Heads.

Section 4.5 (Amendments) of the Agreement allows the Parties to amend the Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor.

Also, because the proposed amendment relates to compensation for an executive level employee, this matter is brought before the City Council for approval in open session of its Regular Meeting of March 19, 2018 as required under Government Code Section 53262 and 54956(b).

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

BUDGET IMPACT:

As part of this second amendment, the following benefits are proposed to be adjusted to create parity in executive management level positions.

- Technology stipend: increase from $60/month to $100/month
- Auto allowance: increase from mileage reimbursement to flat $300/month
- Increase Annual Leave cap from 300 hours to 400 hours

All other benefits are currently in line with other Department Heads and remain unchanged. The additional cost for Fiscal Year (FY) 2017-18 is marginal and can be absorbed in the current adopted budget. If approved, the additional cost will be included in the FY 2018-2019 Proposed Budget.

CONCLUSION:

In the interest of creating parity in benefits amongst all executive management level positions, it is recommended that the City Council approve the attached Second Amendment to Ms. Chavez's employment agreement with the City and authorize the Mayor to execute the same on behalf of the City.

ATTACHMENTS:

A. Contract No. 1804(b) Draft of Second Amendment to City Clerk Employment Agreement
B. Resolution Nos. 7692 and 7807

ATTACHMENT "A"

2018
SECOND AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT
(Employee: Elena G. Chavez)

THIS 2018 SECOND AMENDMENT ("Amendment") to that certain agreement entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chavez" originally executed this ____ day of _____ 2017 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City") and ELENA G. CHAVEZ, an individual ("Chavez") is made and entered into this _____ day of _____ 2018 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both City and Chavez. The capitalized term "Party" may refer to either City or Chavez interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated December 7, 2015 and entitled "2015 City Clerk Employment Agreement – Employee: Elena G. Chávez", Contract No. 1804 (hereinafter, the "Master Agreement") and

WHEREAS, the Parties later executed a first amendment to the Master Agreement dated as of April 17 2017, Contract No. 1804(a) (hereinafter, the "First Amendment") which modified provisions of the Master Agreement relating to the City's CalPERs contributions to Chavez; and

WHEREAS, the Parties now wish to modify the Master Agreement further such that the other benefits provided to members of the City's Department Head/Executive Team pursuant to City Council Resolution No. 7692 ("Resolution No. 7692") dated August 3, 2015 are also provided to the City Clerk in the same manner as set forth in Resolution No. 7692; and

WHEREAS, Resolution No. 7692 was later modified by way of City Council Resolution No. 7807 dated August 7, 2017 ("Resolution No. 7807"); and

WHEREAS, Section 4.5 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the San Fernando City Council ("City Council") and signed by the Mayor; and

WHEREAS, execution of this Amendment was approved in open session at the City Council's regular meeting of _____ 2018 under Agenda Item No. _____ as required under Government Code Section 53262.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The existing text of Subsection (A)(2) of Section 2.3 (Annual Leave (Vacation and Sick)) is hereby repealed and deleted in its entirety and hereby replaced by the following new text:

> ***A.2. Subsection (A)(1) of this Section 2.3 notwithstanding, effective as of April 1, 2018, CHAVEZ shall accrue Annual Leave in the same amount and in the same manner accrued by the City's Department Head Classification employees as the same is presently set by way***

PRELIMINARY DRAFT

of Resolution No. 7807 and as the same may later be repealed, amended or otherwise modified by subsequent resolution of the City Council.

SECTION 2. The second sentence of Subsection (A) of Section 2.8 (Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment) is hereby amended in its entirety to now state the following:

A. CHAVEZ shall receive the technology reimbursement afforded City Department Heads under Section 8 of Exhibit "A" of Resolution No. 7692.

SECTION 3. Section 2.9 (Reimbursement for Expenses Not Covered by Allowances) is hereby amended in its entirety to state the following:

A. CITY shall reimburse CHAVEZ for reasonable and necessary travel, subsistence and other business expenses incurred by CHAVEZ in the performance of her duties or in connection with CHAVEZ's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.

B. CHAVEZ may also receive such reimbursements as are offered City Department Heads under Section 8 of Exhibit "A" of Resolution No. 7692.

SECTION 4. Section 2.10 of the Master Agreement which is marked as "[Reserved – No Text]" is hereby amended to now set forth the following:

2.10 <u>Long Term Disability</u>

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, CHAVEZ shall receive any and all employee long term disability program benefits otherwise provided to CITY's Department Head employees as such benefits may be modified, amended or repealed from time to time by the City Council.

SECTION 5. Section 2.14 (Other Benefits) of the Master Agreement is hereby amended by the repeal and deletion of Subsections (B) and (D) of Section 2.14 which shall be of no further force of effect as of the effective date of this Amendment.

SECTION 6. The first sentence of Subsection (C) of Section 3.3 (Separation for Convenience and Without Cause; Severance) is hereby amended in its entirety to state the following:

"All payments required under Section 3.3(A) or 3.3(B), above, or any other cash settlement associated with the termination of this Agreement shall be subject to and shall be interpreted to comply with the limitations and restrictions set forth under Government Code section 53260 and 53261. …"

SECTION 7. Subsection A of Section 1.9 (Performance Evaluation) of the Master Agreement is hereby amended by the addition of the following sentence:

PRELIMINARY DRAFT

"The foregoing notwithstanding, effective as of April 1, 2018, the City Council shall not commence the annual performance evaluations contemplated under this Section earlier than September 1st of each calendar year and shall complete the same no later than November 15th of the same calendar year. Nothing in the preceding sentence shall be construed to modify, nullify, limit or otherwise restrict the rights of the City Council as set forth under Section 1.9(C) of the Agreement."

SECTION 8. Except as otherwise set forth in this Amendment, the Master Agreement as amended by way of the prior First Amendment shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and previously amended and except as otherwise provided under this Amendment, the Master Agreement, the First Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement or the First Amendment, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement or the First Amendment and no further.

SECTION 9. The Master Agreement as amended by way of this Amendment and the First Amendment constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Chavez prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

City of San Fernando

By:_____
Sylvia Ballin
Mayor

EMPLOYEE

Elena G. Chavez, an individual:

By:_____
Elena G. Chavez, an individual

APPROVED AS TO FORM

By:_____

Name:_____

Title:_____

PRELIMINARY DRAFT

Exhibit A
Master Agreement as Amended by Way of the First Amendent

PRELIMINARY DRAFT

ATTACHMENT "B"

RESOLUTION NO. 7807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 7692 ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council has established and designated the following classifications as Department Heads: (1) Deputy City Manager/Director of Public Works; (2) Director of Community Development; (3) Director of Finance; and (4) Director of Recreation and Community Service; and

WHEREAS, the Police Chief does not currently have an employment contract, is not explicitly covered by a Memorandum of Understanding, and is not included in Resolution No. 7692 establishing the salary and benefits for Department Heads; and

WHEREAS, the City Council desires to include the Police Chief designation as a Department Head; and

WHEREAS, the terms and conditions of employment for the Department Heads are set forth in Resolution Number 7692 adopted on August 3, 2015; and

WHEREAS, the City Council has determined that it is appropriate to adjust the base salary and provide benefits to the Police Chief commensurate with negotiated provisions in other recognized bargaining units in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Approval of amendments to Resolution No. 7692 as outlined in the attached "Exhibit 1". Resolution 7692 and all exhibits attached thereto shall remain binding and operation except to the extent amended under this Resolution and no further.

PASSED, APPROVED, AND ADOPTED this 7th day of August, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7th day of August, 2017, by the following vote to wit:

AYES: Ballin, Fajardo, Gonzales, Lopez – 4

NOES: None

ABSENT: Soto – 1

Elena G. Chávez, City Clerk

EXHIBIT "1"

Resolution 7692 is hereby amended as follows:

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

Amended to remove "Deputy City Manager" from the Director of Public Works classification and add the classification of Police Chief.

SECTION 2. SALARY:

Amended to add:

Effective on the first day of the first pay period beginning after July 1, 2017, the base salary for the Police Chief will be $162,400 and the incumbent will not be eligible for longevity pay under Section 3 of Resolution No. 7692. The Police Chief will get salary increases beginning July 1, 2018 in accordance with Section 2 of Resolution No. 7692.

SECTION 3. SPECIAL PAY:

Amended to add:

Deputy City Manager Designation

The City Manager may, at his or her discretion, designate no more than one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of their base salary.

SECTION 5. RETIREMENT:

Amended to add:

Retirement benefits applicable to the Police Chief only are included in Article 3. RETIREMENT BENEFITS, Sections 3.01 - 3.03, of the Memorandum of Understanding between the San Fernando Police Officers Association and the City of San Fernando for the term July 1, 2015 through June 30, 2019.

SECTION 6. LEAVE BENEFITS:

Annual Leave

Amended to read as follows, "Department Heads may, at the employee's discretion, accrue up to four hundred (400) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

The incumbent Police Chief will be paid out up to two hundred and fifty (250) hours from existing leave balances (including compensatory time, sick leave, holiday leave, etc.) each July 31st until all other leave balances, excluding Management Leave, are exhausted and annual leave is less than three hundred (300) hours. At that point, the Police Chief will be subject to the four-hundred-hour cap for annual leave. The Police Chief will continue accrue annual leave at the applicable rate identified in Resolution No. 7692."

RESOLUTION NO. 7692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council; has established and designated the following classifications as Department Heads: (1) Deputy City Manager/Director of Public Works; (2) Director of Community Development; (3) Director of Finance; and (4) Director of Recreation and Community Service; and

WHEREAS, the classifications designated as Department Heads of the City of San Fernando are critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

WHEREAS, the City Council desires to provide competitive benefits to its employees; and

WHEREAS, the terms and conditions of employment for the Department Heads were previously set forth in a Memorandum of Understanding between the City of San Fernando and the Management Bargaining Unit; and

WHEREAS, the City of San Fernando intends to provide adjustments effective the first day of the first pay period beginning after July 1, 2015 to employees in Department Head classifications; and

WHEREAS, the City Council has determined that it is appropriate to provide the same economic adjustments to employees in Department Head classifications that are consistent with negotiated provisions in other recognized bargaining units in the City; and

WHEREAS, the City of San Fernando intends to provide the same or equivalent economic adjustments to employees in Department Head classifications as those negotiated by other recognized bargaining units in the City.

NOW THEREFORE, the City Council of the City of San Fernando, California, hereby resolves to approve the wages, benefits, and terms and conditions of employment for the employees in Department Head classifications as outlined in the attached "Exhibit A":

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 3rd day of August, 2015, by the following vote to wit:

AYES: Fajardo, Ballin, Gonzales, Lopez, Soto – 5

NOES: None

ABSENT: None

Elena G. Chávez, City Clerk

EXHIBIT "A"

Upon the City Council's adoption of Resolution 7692, the compensation, benefits plan, and terms and conditions of employment for employees in classifications designated as Department Heads will be as set forth below.

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

- Deputy City Manager/Director of Public Works
- Director of Community Development
- Director of Finance
- Director of Recreation and Community Services

SECTION 2. SALARY:

The base salary for each employee subject to Resolution 7692 shall be adjusted as follows:

- No adjustment to base salary for fiscal year 2015-2016.

- Effective on the first day of the first pay period beginning after July 1, 2016, the employee's base salary shall be increased by one percent (1.0%).

- Effective on the first day of the first pay period beginning after July 1, 2017, the employee's base salary shall be increased by one and one-half percent (1.5%).

- Effective on the first day of the first pay period beginning after July 1, 2018, the employee's base salary shall be increased by two percent (2.0%).

SECTION 3. SPECIAL PAY:

Longevity

Department Heads that have completed 10 years of service from date of hire will receive an additional 3% above the base salary step.

Department Heads that have completed 20 years of service from date of hire will receive a total of 4% over and above the base salary.

Department Heads that have completed 30 years of service from date of hire will receive a total of 5% over and above the base salary.

Department Heads on leave of absence without pay, with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

Bilingual Pay

Department Heads will receive bilingual pay in the amount of $100 per month provided he or she has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City.

Acting Pay

Department Heads who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

SECTION 4. EMPLOYEE AND RETIREE INSURANCE BENEFITS:

Medical, Dental and Vision Insurance for Active Employees

The City contracts with the California Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents;
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City will provide Department Heads with a full flex cafeteria plan in accordance with IRS Code Section 125. Department Heads shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

The monthly flex dollar allowance, inclusive of the statutory PEMHCA minimum, shall be:

	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Employee only:	$750	$765	$780	$795
Employee + 1:	$1,300	$1,325	$1,350	$1,375
Family:	$1,750	$1,785	$1,820	$1,855

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out"

provision below, Department Heads have the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

If any bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for Department Heads to match the higher flex dollar amount.

Opt Out

Department Heads may elect to discontinue participation in the PERS Health Plan medical insurance coverage ("Opt Out"). The intent of this provision is to share premium savings that the City will incur as a result of a Department Head canceling City coverage.

Department Heads electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

Upon proof of other coverage, Department Heads may elect to waive the City's medical insurance and use the above allotted single-party (Employee only) flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

After electing to Opt Out, a Department Head who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

For medical insurance plans, when a Department Head is the spouse of another benefited City employee, the affected employees shall have the option of:

a. Each employee may elect a flex dollar amount of a single employee;
b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

Medical Insurance for Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a two (2) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Department Heads hired on or before June 30, 2015 and retire on or after July 1, 2015:

   If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself/herself and eligible dependents, except that if the employee chooses the most expensive plan, the employee will be pay the difference in premiums.

2. Retiree Medical Tier II: Department Heads hired on or after July 1, 2015:

   If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently $122 per month for 2015).

Retiree Health Savings Account

For Department Heads that are in Retiree Medical Tier II as described above, the City will contribute $100 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. An employee may elect to contribute an additional amount to the RMT or RHS, at his or her option. The City will work to implement a RMT or RHS prior to June 30, 2016.

Life Insurance

The City shall provide all Department Heads with a $50,000 Basic Life and AD&D insurance policy at no cost to the employee.

SECTION 5. RETIREMENT:

The City shall provide retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: "New" members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall provide the following retirement benefits to employees:

a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).

b. 5% Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).

c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

Employer Paid Member Contributions

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period containing July 1, 2015, the City shall pay 6.0% for First Tier CalPERS members and 5.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period containing July 1, 2016, the City shall pay 7.0% for First Tier CalPERS members and 6.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period containing July 1, 2017, and thereafter, the City shall pay 7.5% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

The City's payments, above, shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2).

The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

In accordance with PEPRA, "New" CalPERS members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

SECTION 6. LEAVE BENEFITS:

Management Leave

Management leaves provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide Department Heads with one hundred twenty (120) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's

current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

Annual Leave

Department Heads earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

0 – 4 years of City service: 6.15 hours per pay period (160/year)
5 – 9 years of City service: 7.69 hours per pay period (200/year)
10 or more years of City service: 9.23 hours per pay period (240/year)

Department Heads who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Department Heads may, at the employee's discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

Holiday Leave

Each Department Head shall be entitled to the following holidays with pay (8 hours per holiday):

(1) New Year's Day
(2) Martin Luther King, Jr. Birthday
(3) President's Day
(4) Cesar Chavez's Birthday
(5) Memorial Day
(6) Independence Day
(7) Labor Day
(8) Veteran's Day
(9) Thanksgiving Day
(10) Day after Thanksgiving
(11) Christmas Day
(12) Floating Holiday

Floating holiday hours are credited each January 1 and must be used before December 30. Unused floating holiday hours are not carried forward.

Bereavement Leave

Department Heads shall be permitted to use up to five (5) days of paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of this benefit, "Immediate Family" shall mean grandparent, parent, child, sibling, spouse, or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an as-needed basis.

SECTION 7. WORK SCHEDULE:

Department Heads shall devote not less than 40 hours per week to assigned duties. It is recognized that Department Heads may need to devote more time outside of normal office hours for the benefit of the City.

SECTION 8. REIMBURSEMENTS:

Tuition Reimbursements

The City shall reimburse Department Heads for pre-approved courses to a maximum of $3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

Wellness Reimbursement

To encourage the health and well-being of employees, the City shall reimburse certain wellness expenses in an amount not to exceed $600 each fiscal year. Employees must request reimbursement using a City approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- Medical examination by the health provider of the employee's choice.
- Membership in a health club or fitness center.

- Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)
- Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental, or vision insurance.
- Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- Registration fees for health classes (e.g. yoga, cross fit, etc.).
- Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

Technology Reimbursement

Department Heads may elect to receive a technology reimbursement of $100/month in lieu of a City issued cell phone. Department Heads that continue to receive a City issued cell phone will not receive the reimbursement.

SECTION 9. CAR ALLOWANCE:

Department Heads will receive a City-provided vehicle or car allowance of $300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department Heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

SECTION 10. SEVERANCE PAY:

Department Heads are considered at-will employees and serve at the pleasure of the City Manager. If a Department Head is dismissed or discharged without cause, the City will provide the employee up to three (3) months' severance pay. Severance pay shall be calculated on base salary only, and on years of service with the City at a rate of one (1) month per one (1) year of service. In the event a Department Head is dismissed for cause, the City shall have no obligation to pay severance benefits.

All Department Heads hired before July 1, 2015 will earn one month severance pay upon adoption of this resolution and will earn another month each July 1st thereafter, up to three total months. Department Heads hired on or after July 1, 2015 will earn one month severance pay upon the one-year anniversary of their hire date, and each anniversary thereafter, up to three total months.

After receiving written notice of dismissal from the City, Department Heads may elect to be placed on administrative leave for an amount of time equal to their earned severance pay (i.e. up to three months) instead of receiving a lump-sum payout. The employee must notify the City of their election within three (3) business days of receiving written notice of dismissal.

SECTION 11. EMPLOYMENT CONTRACTS:

The City Manager, with the approval as to form by the City Attorney, may execute a separate employment contract with any Department Head provided the benefits included in the contract do not exceed the benefits listed in this Exhibit. Benefits listed in this Exhibit shall govern unless otherwise provided in the Department Head's employment contract.

SECTION 12. PROVISIONS OF LAW AND SEVERABILITY:

The parties agree that this Resolution is subject to all current and future applicable federal, state, and local laws.

If any article, part, or provision of this Resolution is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the Resolution shall not be affected thereby.

RESOLUTION NO. 7807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 7692 ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council has established and designated the following classifications as Department Heads: (1) Deputy City Manager/Director of Public Works; (2) Director of Community Development; (3) Director of Finance; and (4) Director of Recreation and Community Service; and

WHEREAS, the Police Chief does not currently have an employment contract, is not explicitly covered by a Memorandum of Understanding, and is not included in Resolution No. 7692 establishing the salary and benefits for Department Heads; and

WHEREAS, the City Council desires to include the Police Chief designation as a Department Head; and

WHEREAS, the terms and conditions of employment for the Department Heads are set forth in Resolution Number 7692 adopted on August 3, 2015; and

WHEREAS, the City Council has determined that it is appropriate to adjust the base salary and provide benefits to the Police Chief commensurate with negotiated provisions in other recognized bargaining units in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Approval of amendments to Resolution No. 7692 as outlined in the attached "Exhibit 1". Resolution 7692 and all exhibits attached thereto shall remain binding and operation except to the extent amended under this Resolution and no further.

PASSED, APPROVED, AND ADOPTED this 7th day of August, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7th day of August, 2017, by the following vote to wit:

AYES: Ballin, Fajardo, Gonzales, Lopez – 4

NOES: None

ABSENT: Soto – 1

Elena G. Chávez, City Clerk

EXHIBIT "1"

Resolution 7692 is hereby amended as follows:

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

Amended to remove "Deputy City Manager" from the Director of Public Works classification and add the classification of Police Chief.

SECTION 2. SALARY:

Amended to add:

Effective on the first day of the first pay period beginning after July 1, 2017, the base salary for the Police Chief will be $162,400 and the incumbent will not be eligible for longevity pay under Section 3 of Resolution No. 7692. The Police Chief will get salary increases beginning July 1, 2018 in accordance with Section 2 of Resolution No. 7692.

SECTION 3. SPECIAL PAY:

Amended to add:

Deputy City Manager Designation

The City Manager may, at his or her discretion, designate no more than one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of their base salary.

SECTION 5. RETIREMENT:

Amended to add:

Retirement benefits applicable to the Police Chief only are included in Article 3. RETIREMENT BENEFITS, Sections 3.01 - 3.03, of the Memorandum of Understanding between the San Fernando Police Officers Association and the City of San Fernando for the term July 1, 2015 through June 30, 2019.

SECTION 6. LEAVE BENEFITS:

Annual Leave

Amended to read as follows, "Department Heads may, at the employee's discretion, accrue up to four hundred (400) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

The incumbent Police Chief will be paid out up to two hundred and fifty (250) hours from existing leave balances (including compensatory time, sick leave, holiday leave, etc.) each July 31st until all other leave balances, excluding Management Leave, are exhausted and annual leave is less than three hundred (300) hours. At that point, the Police Chief will be subject to the four-hundred-hour cap for annual leave. The Police Chief will continue accrue annual leave at the applicable rate identified in Resolution No. 7692."