

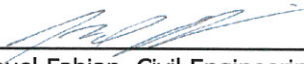


CONTRACT DOCUMENTS

PICO STREET IMPROVEMENT PROJECT
(Between Kalisher St. and S. Brand Blvd.)

CDBG PROJECT NO. 602080-19

PROJECT NO. 7610, PLAN NO. P-731

Prepared by:  Date: 02/02/22
Manuel Fabian, Civil Engineering Assistant II

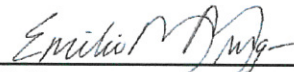
Under the Supervision of:  Date: 02/02/22
Emilio M. Murga, P.E., Consultant City Engineer

TABLE OF CONTENTS

| SECTION | Page No. |
|---|----------|
| Information | |
| Table of Contents | (i) |
| Notice Inviting Bids..... | 1-3 |
| Instructions to Bidders | 1-8 |
| Proposal | |
| Contractor's Proposal | P-1 |
| Bidder's Bond | P-4 |
| Contractor Information..... | P-5 |
| List of References | P-6 |
| List of Subcontractors | P-7 |
| Minority, Women-owned, Small Business Enterprise | P-8 |
| Certificate of Secretary of Adoption of Resolution..... | P-9 |
| List of Subcontractors, Suppliers, & Vendors Contacted | P-10 |
| Non-Collusion Affidavit | P-11 |
| Contract/Agreement | |
| Construction Contract | C-1 |
| Performance Bond Form..... | C-8 |
| Payment (Labor and Material) Bond Form | C-10 |
| Special Provisions | |
| Terms, Definitions, Abbreviations, Units of Measures, and Symbols | S-1 |
| Scope and Control of the Work | S-1 |
| Changes in Work | S-3 |
| Control of Materials..... | S-6 |
| Utilities | S-7 |
| Prosecution, Progress, and Acceptance of the Work | S-7 |
| Responsibilities of the Contractor | S-9 |
| Facilities for Agency Personnel..... | S-12 |
| Measurement and Payment | S-13 |
| Document Retention..... | S-13 |
| Technical Provisions | |
| General Requirements..... | T-1 |
| Scope of Work..... | T-1 |
| Specifications and Appendices | T-3 |
| Coordination..... | T-3 |
| Construction Force..... | T-3 |
| Bid Item Descriptions..... | T-3 |
| Community Develop. Block Grant Requirements and Wage Decision..... | |
| K-1 – K-40 | |

General Wage Decision No. CA20220022.....1-26

COVID-19 Contractor Notification and Certification.....1A-8

RECYCLING OF CONSTRUCTION MATERIALS.....1-3

Exhibit A – Install Posts and Signs at Curb Ramp.....1-2

Exhibit B – List of Digout Locations.....1-2

STANDARD PLANS

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 Tuesday, March 8, 2022**, and said bids will be publicly opened and declared for performing work on the following project:

PICO STREET IMPROVEMENT PROJECT **(Between Kalisher Street and S. Brand Blvd.)**

CDBG PROJECT NO. 602080-19, JOB NO. 7606, PLAN NO. P-731

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramps; 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 \$387,000.

Prevailing Wage Statement:

This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office and is also available Online at <http://www.dir.ca.gov/dlsr/>.

Apprenticeship Program:

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 3 Statement:

This is a HUD Section 3 construction contract. 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).

Conflict of Interest:

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

A Section 3 non-mandatory Pre-Bid Meeting will be held Thursday, February 17, 2022, at 10:00 a.m. at 120 Macneil Street (City of San Fernando Public Works Operations Center) to explain the Section 3 bid preference and hiring goals. The Bidder/Proposer must submit a Declaration of Intent to Comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award. 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 at mfabian@sfcity.org.

The work 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.

The Bidder/Proposer is required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements - Required Contract Forms and Certifications, certifying that they intend to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 *et seq.*). Contractor agrees to comply with the requirements of all other applicable federal, State and local laws and regulations.

Prospective bidders/proposers should carefully read the information within this bid document including the Section 3 Provisions for Housing and Community Development Assistance and Public Housing Assistance, as amended. Proposals that fail to comply with the requirements of Section 3 will be considered non-responsive and excluded from further consideration.

A reasonable bid must be within the Zone of Consideration factored at the time of the bid evaluation. Direct all questions to Manuel Fabian, Civil Engineering Assistant II, at (818) 898-1243, or 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 1/2 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 1/2 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 contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

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

The current Federal Wage Decision is contained herein, and may be updated via addendum to this bid package within ten (10) days prior to bid opening and can be found at <http://www.wdol.gov/wdol/scafiles/davisbacon/ca.html>. The applicable Federal Wage Decision will be incorporated into the contract. The State wage rates are available online at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Lower State wage rates for work classifications not specifically included in the Federal wage decision are not acceptable. The Contractor may request an Additional Classification and Rate if a work classification cannot be located in the Federal Wage Decision.

This is a HUD Section 3 Contract and all Bidders/Proposers must commit to achieving established requirements, including benchmarks, for Section 3 workers and Targeted Section 3 workers to be considered a Section 3 responsive bidder/proposer and eligible for a contract award.

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 chartered 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 Tuesday, March 1, 2022, by 4:30 p.m.

Addenda, if any, will NOT be distributed to the plan holders, 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: 2/9/2022

By: 

Matthew Baumgardner, Director of Public Works

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, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

9. SECTION 3 REQUIREMENTS - The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, 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, shall set forth the 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.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

10. SECTION 3 DECLARATION OF INTENT TO COMPLY - As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3) by submitting the Declaration of Intent to Comply Form. The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks

and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The following Section 3 requirements apply to all LCA Section 3 covered contracts and contractors/subcontractors funded with CDBG financial assistance:

Section 3 Workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project; and

Targeted Section 3 Workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

11. SECTION 3 CERTIFICATIONS FORMS

A. SECTION 3 WORKERS - must complete certification forms demonstrating they meet the eligibility requirements.

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

B. A SECTION 3 TARGETED WORKER for Housing and Community Development Financial Assistance projects is a Section 3 Worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR §75.5; or
 - (ii) A YouthBuild participant

C. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that meet one of the following criteria within the last 6 months qualify as a Section 3 Business Concern. Local contracting agencies must verify Section 3 Business Concern status at the time the contract is awarded.

1. At least 51% owned and controlled by low-income or very low-income persons
2. Over 75% of labor hours performed for the business over prior 3-month period are performed by Section 3 Workers
3. At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing

4. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

12. COMPLIANCE WITH SECTION 3 BENCHMARKS

Compliance with Section 3 benchmarks shall be achieved, to the greatest extent feasible consistent with existing Federal, state and local laws and regulations to provide economic opportunities for Section 3 workers and Targeted Section 3 workers. HUD regulations outline requirements to serve as a measurement of compliance with the "greatest extent feasible." The benchmarks apply to all Section 3 projects awarded in any fiscal year.

The Contractor/Subcontractor will be considered to have complied with Section 3 benchmarks, in the absence of evidence to the contrary, if they meet all goals and certify compliance with prioritization requirements as follows. Participating contractor/Subcontractor should update their policies and procedures for tracking labor hours via Certified Payrolls (CPRs), timesheets, and other documents to ensure compliance with the Section 3 requirements. The Contractor/Subcontractor will have complied if they meet these benchmarks:

- Community development financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Should the Contractor/Subcontractor fail to meet the Section 3 benchmarks as described above in this section, the Contractor/Subcontractor shall submit the Section 3 Qualitative Efforts Form that describes the qualitative nature of the activities. Examples of qualitative efforts includes, but are not limited to the following:

Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.

- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

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-11 Non-Collusion Affidavit

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

- K-24 Non-segregated Facilities Certification
- K-25 Past Performance Certification
- K-36 Section 3 Economic Opportunity Plan

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

- K-37 Section 3 Economic Opportunity Report
- K-20 List of Proposed Subcontractors
- K-27 Federal Lobbyist Certification
- k-29 County Lobbyist Certification

K-25 Notice of Equal Employment Opportunity Commitment
K-29 Fringe Benefit Statement
K-35 Notice of Section 3 Commitment
K-39 Worker's Compensation Certification

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:

PICO STREET IMPROVEMENT PROJECT
(Between Kalisher Street and S. Brand Blvd.)
CDBG PROJECT NO. 602080-19
PROJECT NO. 7610, PLAN NO. P-731

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
PICO STREET IMPROVEMENTS
(Between Kalisher Street and S. Brand Blvd.)
CDBG PROJECT NO. 602080-19, PROJECT NO. 7610, PLAN NO. P-731

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | | ITEM TOTAL | |
|------------------|---|------|--------------------|------------|--|------------|--|
| 1 | Variable Cold Mill (0 in. to 1.25 in. Depth) AC Pavement. | SF | 8,260 | \$ | | \$ | |
| 2 | Variable Cold Mill (0 in. to 1.50 in. Depth) AC Pavement. | SF | 6,200 | \$ | | \$ | |
| 3 | Transverse Variable Cold Mill (0 in. to 1.25 in. Depth) AC Pavement. | SF | 3,780 | \$ | | \$ | |
| 4 | Variable Cold Mill (1.25 in. to 1.50 in. Depth) AC Pavement. | SF | 19,420 | \$ | | \$ | |
| 5 | AC Dig-outs (8 in.).. | SF | 8,000 | \$ | | \$ | |
| 6 | Construct 1.5 in. ARHM Overlay. | TON | 610 | \$ | | \$ | |
| 7 | Remove and Reconstruct PCC X-Gutter. | SF | 470 | \$ | | \$ | |
| 8 | Remove and Reconstruct PCC Spandrel. | SF | 100 | \$ | | \$ | |
| 9 | Remove and Reconstruct PCC Curb and Gutter. | LF | 160 | \$ | | \$ | |
| 10 | Remove and Reconstruct 24 in. PCC Gutter Only. | LF | 70 | \$ | | \$ | |
| 11 | Remove and Reconstruct 6 in. PCC Drive Approach. | SF | 560 | \$ | | \$ | |
| 12 | Remove and Reconstruct 4 in. PCC Sidewalk. | SF | 2,110 | \$ | | \$ | |
| 13 | Construct AC Slot Trenches. | SF | 760 | \$ | | \$ | |
| 14 | Remove and Reconstruct Through the Curb Drain. | EA | 1 | \$ | | \$ | |
| 15 | Repair Top of Through the Curb Drain. | EA | 1 | \$ | | \$ | |
| 16 | Remove and Reconstruct Variable Height Curb Only at Access Ramp. | LF | 170 | \$ | | \$ | |
| 17 | Remove and Reconstruct PCC Access Ramp with Truncated Dome | EA | 10 | \$ | | \$ | |
| 18 | Provide and Install Truncated Dome. | EA | 2 | \$ | | \$ | |
| 19 | Provide Pull Box and Adjust to Grade. | EA | 11 | \$ | | \$ | |
| 20 | Provide Pull Box, Reposition and Adjust to Grade. | EA | 5 | \$ | | \$ | |
| 21 | Adjust Sewer Manhole Frame and Cover to Grade. | EA | 5 | \$ | | \$ | |
| 22 | Adjust Water Valve Box Frame and Cover to Grade. | EA | 17 | \$ | | \$ | |
| 23 | Abandon Communications Manhole. | EA | 1 | \$ | | \$ | |
| 24 | Install Posts and Signs at Curb Ramp. | EA | 1 | \$ | | \$ | |
| 25 | Re-establish Survey Monument. | EA | 5 | \$ | | \$ | |
| 26 | Install Traffic Signal Detection Loop. | EA | 15 | \$ | | \$ | |
| 27 | Install Traffic Striping, Signage and Pavement Marking Including House Numbers. | LS | 1 | \$ | | \$ | |
| 28 | Provide Traffic Control | LS | 1 | \$ | | \$ | |
| BID TOTAL | | | | | | \$ | |

Bid Total (Words) _____

In case of discrepancy between unit prices and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and bid total, the item totals shall prevail. In case of discrepancy between the bid total figures and bid total in words, the bid total in words shall prevail. The bid 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 bid 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 _____, 2022.

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 4108, 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 _____, 2022 (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 _____, 2022.

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

PICO STREET IMPROVEMENT PROJECT

(Between Kalisher Street and S. Brand Blvd.)

CDBG PROJECT NO. 602080-19, JOB NO. 7610, PLAN NO. P-731

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

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2022 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



SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

[CONTRACTOR'S NAME]

Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd., CDBG Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610))

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, 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 Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), CDBG Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)**, 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: **Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)** (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-

CONSTRUCTION CONTRACT/AGREEMENT

Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), CDBG Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)

Page 2 of 7

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.**

Section 3 of the Housing and Urban Development Act of 1968, As Amended:

The work 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.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a

CONSTRUCTION CONTRACT/AGREEMENT

Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), CDBG Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)

Page 3 of 7

notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, 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, shall set forth the 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.

The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

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:

CONSTRUCTION CONTRACT/AGREEMENT

Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), CDBG Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)

Page 4 of 7

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.

13. COVID-19 Vaccinations of LACDA Contractor Personnel

13.1 At the Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of Los Angeles County Code Title 2 - Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with LACDA employees, interns, volunteers, and commissioners ("LACDA workforce members"), (2) working on LACDA and County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

13.2 The Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

13.3 Prior to assigning the Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such the Contractor Personnel have been fully vaccinated by confirming the Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to LACDA before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the LACDA for audit purposes, when required by LACDA.

13.4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that the Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain

CONSTRUCTION CONTRACT/AGREEMENT

Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), CDBG Project No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)

Page 6 of 7

records of the Contractor Personnel's testing results. The Contractor must provide such records to the LACDA for audit purposes, when required by LACDA. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with LACDA workforce members, (2) working on LACDA or County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- A. Test for COVID-19 with either a polymerase chain reaction ("PCR") or antigen test has an Emergency Use Authorization ("EUA") by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by LACDA or other applicable law, regulation or order.
- B. Wear a mask that is consistent with CDC recommendations at all times while on LACDA or County controlled or owned property, and while engaging with members of the public and LACDA workforce members.
- C. Engage in proper physical distancing, as determined by the applicable LACDA department that the Contract is with.

13.5 In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19."

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

CONSTRUCTION CONTRACT/AGREEMENT

**Pico Street Improvement Project (between Kalisher Street and S. Brand Blvd.), CDBG Project
No. 602080-19, Plans (P-731) and Specifications (Job No. 7610)**

Page 7 of 7

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL
CITY MANAGER

ATTEST:

JULIA FRITZ
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 _____, 2022, 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 _____, 2022, 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.

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 monuments 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, monument preservation, 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 may 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 | 800-921-8101 |
| 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 | 833-267-6094 |
| 8. | Plains All America Pipeline | 800-708-5071 |

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 | ▶ Labor Day |
| ▶ Martin Luther King Day | ▶ Veterans Day |
| ▶ Washington's Birthday | ▶ Thanksgiving Day |
| ▶ Cesar Chavez's Birthday | ▶ Day after Thanksgiving |
| ▶ Memorial Day | ▶ Christmas Day |
| ▶ Independence 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 Contractor, 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 (Non-Emergency) |
| c. | Fire Department | (818) 756-8698 (Non-Emergency) |
| 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.

SECTION 10 - DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of five (5) years after final payment.
- b. Contractor shall make available to City any of the Contractor's other documents related to the Project immediately upon request of City.
- c. In addition to the State Auditor rights above, City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to City, for a period of five (5) years after final payment.

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:

**PICO STREET IMPROVEMENT PROJECT
(Between Kalisher Street and S. Brand Blvd.)
CDBG PROJECT NO. 602080-19
PROJECT NO. 7610, PLAN NO. P-731**

in accordance with the improvement Plans and Specifications prepared thereof 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 curbs, gutters, sidewalks, cross gutters, spandrel, and access ramps; rehabilitation of AC pavement sections, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valves and manhole frames and covers; 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, Subcontractors 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, 2018 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 – VARIABLE COLD MILL 0" to 1.25" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 404 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 6 ft. from edge of gutter and shall extend from curb-return to curb-return of the designated areas.

Existing AC on top of existing PCC gutters shall be removed and disposed of and no additional compensation will be made therefore.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 404-8 of the Standard Specifications.

Payment for BID ITEM NO. 1 – VARIABLE COLD MILL 0" to 1.25" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) from outer edge of gutter to 6 ft. from edge of gutter 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 – VARIABLE COLD MILL 0" to 1.50" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 404 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from curb face to 6 ft. out from curb face and shall extend from curb-return to curb-return of the designated areas.

Existing AC on top of existing PCC gutters shall be removed and disposed of and no additional compensation will be made therefore.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 404-8 of the Standard Specifications.

Payment for BID ITEM NO. 2 – VARIABLE COLD MILL, 0" to 1.50" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) from outer edge of gutter to 6 ft. out from edge of gutter 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. 3 – TRAVERSE VARIABLE COLD MILL 0" to 1.25" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 404 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 x-gutter to distance shown on plans and shall extend from curb-return to curb-return of the designated areas.

Existing AC on top of existing PCC x-gutters shall be removed and disposed of and no additional compensation will be made therefore.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 404-8 of the Standard Specifications.

Payment for BID ITEM NO. 3 – TRANSVERSE COLD MILL 0" to 1.25" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) from outer edge of x-gutter to distance shown on plans 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. 4 – VARIABLE COLD MILL 1.25" to 1.50" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 404 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from edge of gutter (1.25 in.) to face of curb (1.50 in.), as shown on plans and shall extend from curb-return to curb-return of the designated areas.

Existing AC on top of existing PCC x-gutter shall be removed and disposed of and no additional compensation will be made therefore.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 404-8 of the Standard Specifications.

Payment for BID ITEM NO. 4 – VARIABLE COLD MILL 1.25" to 1.50" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) from edge of gutter to face of curb as shown on plans 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. 5 – A.C. DIGOUTS (8 in.)

The work under this item consists of removal, before cold milling pavement, of deteriorated and depressed existing asphalt pavement, either by sawcutting/removal or by grinding, hauling, disposing, backfilling, recompact the subbase to 95% relative compaction and placement of conventional AC pavement (C2-PG 64-10), compact to 95% relative compaction of designated areas.

Payment for BID ITEM NO. 5 – A.C. DIGOUTS 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. 6 – 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 backfill and recompact loose material exposed by cold milling, seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment and blown clean with compressed air. The routed cracks shall then be filled with a latex emulsified asphalt sealant, Crafcro Polyflex Type III.

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. 6 – 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 backfill, recompacting and crack sealing.

BID ITEM NO. 7 – REMOVE AND RECONSTRUCT X-GUTTER

Removal of existing PCC X-gutter and replacing with 8" thick PCC X-gutter shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 122-2, the Plans and these Specifications. Work shall include grading, backfilling with CAB, compacting to 95% relative compaction, forming, installing dowels and pouring. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 7 – REMOVE AND REPLACE PCC X-GUTTER 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. 8 – REMOVE AND RECONSTRUCT PCC SPANDREL.

Removal of existing PCC spandrel and replacing with 8" thick PCC spandrel shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 122-2, the Plans and these Specifications. Work shall include grading, backfilling with CAB, compacting to 95% relative compaction, forming and pouring. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 8 – REMOVE AND REPLACE PCC 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.

BID ITEM NO. 9 – 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. The work shall include sawcutting, removals, backfill with CAB, grading, compaction and surveying as necessary. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 9 – 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.

BID ITEM NO. 10 – CONSTRUCT 24 IN. PCC GUTTER ONLY.

Removal of existing AC pavement, backfill with CAB, compaction and constructing 24 in. wide PCC gutter only, adjacent to existing curb, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-2, Type A2-8, and the Plans. The work shall include sawcutting, removals, backfill with CAB, grading, compaction and surveying as necessary. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 10 – CONSTRUCT 24 IN. PCC GUTTER ONLY 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.

BID ITEM NO. 11 – 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, Type A, the Plans and these Specifications.

Concrete shall be Class 520-C-2500. Drive approach shall be poured separate from curb/curb and gutter and/or sidewalk.

Payment for BID ITEM NO. 11 – 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.

BID ITEM NO. 12 – 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 Section 303-5 of the Standard Specifications, SPPWC Standard Plan 112-2 and the Plans. The work shall include the adjustment to grade of existing water meter boxes within the sidewalk area. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 12 – 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, including adjustment to grade of water meter boxes.

BID ITEM NO. 13 – CONSTRUCT AC SLOT TRENCHES.

Construction of AC slot trenches (6 inch thick) behind new drive approaches, X-gutters, curb and gutter, spandrel, etc., shall include sawcutting, removals of existing AC pavement, backfill, compaction, tack coat and placement of conventional AC pavement (C2-PG 64-10) and replacement of affected striping and markings on private property.

Payment for BID ITEM NO. 13 – CONSTRUCT AC SLOT TRENCHES 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. 14 – REMOVE AND RECONSTRUCT THROUGH THE CURB DRAIN.

The work under this item consists of removing an existing through the curb drain and covers and constructing a new through the curb drain per SPFWC Standard Plan 150-3, with Case III Inlet and 2-4 in. Cast Iron Pipes. Work shall include sawcutting of sidewalk and driveway, removals, backfill, compaction, and any reconstruction of adjacent curbs and parking lot pavement.

Payment for BID ITEM NO. 14 – REMOVE AND RECONSTRUCT THROUGH THE CURB DRAIN shall include full compensation of all labor, materials, tools, equipment, and incidentals to do all work involved thereof, complete in place, and accepted.

BID ITEM NO. 15 – REPAIR TOP OF THROUGH THE CURB DRAIN.

The work under this item consists of repairing damaged sidewalk on top of through the

curb drain and channel per SPFWC Standard Plan 151-2. Work shall include sawcutting of sidewalk and channel, removals, backfill, compaction, forming, pouring of concrete and any reconstruction of adjacent curbs and parking lot pavement.

Payment for BID ITEM NO. 15 – REPAIR TOP OF THROUGH THE CURB DRAIN shall include full compensation of all labor, materials, tools, equipment, and incidentals to do all work involved thereof, complete in place, and accepted.

BID ITEM NO. 16 – REMOVE AND RECONSTRUCT VARIABLE HEIGHT CURBS AT WHEELCHAIR RAMPS

Removal and reconstruction of existing variable height curb at wheelchair ramps shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-5, the Plans and these Specifications. Work shall include sawcutting, removals, grading, backfilling with CAB, compacting to 95% relative compaction, forming, pouring. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 16 – REMOVE AND RECONSTRUCT VARIABLE HEIGHT CURBS AT WHEELCHAIR RAMPS the contract bid item price per square 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.

BID ITEM NO. 17 – 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 cast-in-place.

Payment for BID ITEM NO. 17 – 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.

BID ITEM NO. 18 – PROVIDE AND INSTALL TRUNCATED DOME.

The work under this item consists of providing and installing flexible glue down truncated domes at existing access ramps without them. Truncated dome (detectable/tactile warning surface truncated domes) shall be of flexible material and yellow in color.

Payment for BID ITEM NO. 18 - PROVIDE AND INSTALL TRUNCATED DOMES 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. 19 – PROVIDE PULL BOX AND ADJUST TO GRADE

Provide pull box and adjust to grade shall conform with Sections 701-11 and 303-5 of the Standard Specifications. Work shall include removing existing pull box, providing No. 5 pull box, place 6 inches of clean gravel at bottom of pull box, protecting existing conduits and wiring and setting pull box to grade with adjacent sidewalk and/or wheelchair ramp.

Payment for BID ITEM NO. 19 – PROVIDE PULL BOX AND ADJUST 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. 20 – PROVIDE PULL BOX, REPOSITION AND ADJUST TO GRADE.

Provide pull box, reposition and adjust to grade item shall conform with Sections 701-11, 701-12, 701-13 and 303-5 of the Standard Specifications. Work shall include removing existing pull box, providing No. 5 pull box, repositioning pull box to avoid grade breaks, place 6 inches of clean gravel at bottom of pull box, extending existing traffic signal and street lighting conduits as necessary, pulling existing wiring, providing new wiring and reconnecting wiring as necessary, protecting existing conduits and wiring and setting pull box to grade with adjacent sidewalk and/or wheelchair ramp.

Payment for BID ITEM NO. 20 – PROVIDE PULL BOX AND ADJUST 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. 21 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE.

Adjust manhole frame and cover to grade shall conform with Section 403-3 of the Standard Specifications.

Payment for BID ITEM NO. 21 - 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. 22 - ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.

Adjust utility valve frame and cover to grade shall conform with Sections of the 403-3 Standard Specifications.

Payment for BID ITEM NO. 22 - 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. 23 – ABANDON COMMUNICATION MANHOLE.

The work under this item shall be done per Section 306-33 and consists of the abandonment of an out of service communications manhole, including frame and cover removal, removal of the top 36 inches of the manhole structure, knock 6 inch (Minimum) hole in bottom of manhole to provide drainage, removals, plug all openings and conduits in manhole with mortar (watertight), backfill manhole with sand, compact and pave manhole area prior to street AC overlay.

Payment for BID ITEM NO. 23 - ABANDON COMMUNICATION MANHOLE 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. 24 – INSTALL POSTS AND SIGN AT CURB RAMP

The work under this item consists of the installation of posts, foundations, chain, signs, sidewalk replacement, etc., per Exhibit A.

Payment for BID ITEM NO. 24 - INSTALL POSTS AND SIGNS AT CURB RAMP 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. 25 – 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 will 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

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Adjust manhole frame and cover to grade shall conform with Section 403-3 of the Standard Specifications.

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BID ITEM NO. 25 – 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 will 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. 25 – 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.

BID ITEM NO. 26 – INSTALL TRAFFIC SIGNAL DETECTION LOOPS.

Installation of traffic signal detection loops shall be per Section 700-17.6.3 of the Standard Specifications and as shown on plans.

Payment for BID ITEM NO. 26 - INSTALL TRAFFIC SIGNAL DETECTION 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. 27 – 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 markings and legends; x-walks; 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 markings, and legends 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. All house numbers shall be within the project limits shall be repainted.

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. All house numbers shall be within the project limits shall be repainted.

Payment for BID ITEM NO. 27 – 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. 28 – PROVIDE TRAFFIC CONTROL

The work under this item consists of providing traffic control per Section 302-2.5 and Sect. 600 of the Standard Specifications. The work under this bid item shall also include providing and maintaining temporary directional signs for various businesses, directing traffic and pedestrian to alternative parking lot entrances and building entrances as necessary.

Payment for BID ITEM NO. 28 – PROVIDE TRAFFIC CONTROL 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.

FEDERAL REQUIREMENTS

FEDERALLY ASSISTED PROJECT
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

| | |
|---|------|
| Exhibit 1 - Summary of Contract Provisions for Inclusion in the Notice Inviting Bids | K-2 |
| for a Federally Funded Project | |
| Exhibit 2 - Federal Labor Standards Provisions - HUD-4010 | K-3 |
| Exhibit 3 - Federal Equal Employment Opportunity/Affirmative Action Provisions | K-8 |
| Exhibit 4 - Contracting with Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms | K-18 |
| Exhibit 5 - Compliance with Clean Air and Water Acts | K-19 |
| Exhibit 6 - Prime Contractor's List of Proposed Subcontractors | K-20 |
| Exhibit 7 - Prime Contractor File Checklist | K-21 |
| Exhibit 8 - Certification of Understanding and Payroll Authorization | K-22 |
| Exhibit 9 - Report of Additional Classification and Rate | K-23 |
| Exhibit 10 - Non-Segregated Facilities Certification | K-24 |
| Exhibit 11 - Past Performance Certification | K-25 |
| Exhibit 12 - Notice of Equal Employment Opportunity | K-25 |
| Exhibit 13 - Federal Lobbyist Certification | K-27 |
| Exhibit 14 - County Lobbyist Certification | K-28 |
| Exhibit 15 - Fringe Benefit Payment Certification | K-29 |
| Exhibit 16 - Statement of Compliance | K-30 |
| Exhibit 17 - Agency Report of Contract Award | K-31 |
| Exhibit 18 - Section 3 Clause and Program Forms | K-32 |
| Exhibit 19 - Worker's Compensation Certificate | K-39 |
| Exhibit 20 - Federal Wage Decision | K-40 |

EXHIBIT 1

SUMMARY OF CONTRACT PROVISIONS FOR INCLUSION IN THE NOTICE INVITING BIDS FOR A FEDERALLY FUNDED PROJECT

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available Online at <http://www.dir.ca.gov/dlsr/>.

Apprenticeship Program: 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 3 Statement: This is a HUD Section .3 construction contract. 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).

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipient\$, the conflict of interest provisions in (State LCA - 24 CFR 85.36 and Non-Profit Organizations - 24 CFR 84.4), 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 in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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 \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

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

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

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

EXHIBIT 3

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

Federal Contract Provision

1. **EQUAL EMPLOYMENT 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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/she 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/her 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 contract 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 rule, 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 contract or may request the United States to enter into such litigation to protect the interests of the United States.

2. 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 (EIN) 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 this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) 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 time tables) 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 EEO 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 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 organization's responses.
 - (3) Maintain a current file of the name, address, 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 3g (2) above.
- (6) Disseminate the contractor's 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 manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the 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 than 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 the 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 site 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, Uniform Guidelines on Employee Selection Procedures.
 - (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 non-segregated 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 and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). 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 3g(1) though (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 of 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.
- l. 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 actions 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 contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- 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 be required by the Government and to keep records. Records shall at least include for each employee the 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 residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 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 in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, 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.

3. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY 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 Non-segregated 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 Programs, United States Department of Labor - ESA, 200 Constitutional 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 date 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 Paragraphs 1 through 3, above, in the subcontract.
- f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

4. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- a. The Offeror 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 aggregated work force in each trade on all construction work in the covered area, are as follows:

| <u>Timetables</u> | <u>Goals for Minority Participation for Each Trade</u> | <u>Goals for Female Participation in Each Trade</u> |
|-------------------|--|---|
| | 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 affirmation 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 ten (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 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.
- 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.

EXHIBIT 4

CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

Federal Contract Provision

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.

EXHIBIT 5

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

Federal Contract Provision

Contractors with Federally-assisted construction contracts of \$100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. 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 utilized in the performance of any nonexempt 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

EXHIBIT 6

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary
Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amount or percentage of bid

Project Name: _____ Awarding Agency: _____

Location: _____ Project Number: _____

| SUBCONTRACTORS: Name, Address, Telephone Number | Employer Identification Number | Contractor License Number | Contract Amount | Estimated Start Date | Estimated Completion Date | TRADES TO BE USED |
|--|--------------------------------------|---------------------------------|--------------------|-------------------------|------------------------------|-------------------|
| | | | | | | |
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| | | | | | | |

Signature: _____ Name and Title: _____

Date: _____ Company Name: _____

EXHIBIT 7

Prime Contractor File Checklist

(11/20/18)

Local Contracting Agency (LCA): _____ Prime Contractor Name: _____

Project Name: _____ Project Number: _____

Print Name of Labor Standards Officer (LSO)

LSO Signature

DATE

| CONTRACT ACTIVITY | YES | NO | COMMENTS |
|---|-----|----|--|
| PRE-BID REQUIREMENTS – Bid Documents must be reviewed and accepted by Grants Management Unit (GMU) prior to advertising the project and soliciting bids: | | | |
| Submit the project Bid Documents to GMU for review using the Standard-format Request & Checklist | | | Date submitted: _____ |
| Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements | | | Date received: _____ |
| Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at www.wdol.gov | | | Date verified: _____ |
| Document any reason(s) for not providing a Wage Modification issued within 10-days of bid opening | | | ◀ Attach a copy of the Memo-to-File |
| Hold a Section 3 pre-bid meeting to explain the bid preference & hiring requirements | | | Pre-Bid Date: _____ |
| Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results) | | | Bid Opening Date: _____ |
| Complete the Section 3 Bid Evaluation Memorandum (if applicable) and forward a copy to GMU | | | Date submitted: _____ |
| CONTRACT AWARD – Verify the contractor's eligibility prior to awarding a construction contract and: | | | |
| Check CSLB (http://www.cslb.ca.gov) to ensure contractor has a current license & Worker's Comp insurance | | | Date: _____ |
| Check CA Department of Industrial Relations (DIR) at https://efiling.dir.ca.gov/PWCR/Search | | | Date: _____ |
| Check CA Department of Industrial Relations (DIR) at http://www.dir.ca.gov/dlse/debar | | | Date: _____ |
| Check the System for Award Management (SAM) at https://www.sam.gov for Contractor Eligibility | | | Date: _____ |
| Date the LCA & Contractor <input type="checkbox"/> signed a contract or <input type="checkbox"/> council approved the award (Contract Award date) | | | Contract Award Date: _____ |
| Send a Notice of Contract Award letter to DOL/OFCPP (Contracts \$10,000 or more) | | | Contract Amount: _____ |
| Send a copy of the completed Agency Report of Contract Award form (ARCA) to GMU | | | Date sent: _____ |
| Send a copy of the Prime Contractor's List of Subcontractors to GMU | | | Number of subcontracts: _____ |
| PRE-CONSTRUCTION CONFERENCE – The LCA's Labor Standards Officer must be prepared to present the Labor Standards & Section 3 requirements: | | | |
| LCA notified GMU no less than 10-workdays in advance that a pre-construction conference was scheduled | | | Notification sent on: _____ |
| An Additional Work Classification Request form received for classifications not listed on Wage Decision | | | Classification: _____ |
| LCA sent a Notice to Proceed to the prime contractor | | | Start Date: _____ |
| LCA is reminded to send a copy of all Change Orders to GMU | | | |
| Contracts in the amount of \$10,000 to \$100,000.00 – Ensure that the contractor submits the following MINIMUM documentation: | | | |
| Non-Segregated Facilities Certification form | | | □N/A |
| Past Performance Certification form | | | |
| Notice of Equal Employment Commitment form | | | |
| Non-Collusive Declaration form | | | |
| County Lobbyist Certification form | | | |
| Contracts in the amount of \$100,000 or more – Ensure that the contractor submits the following MINIMUM documentation: | | | |
| Federal Lobbyist Certification form | | | □N/A |
| Section 3 Business Certification form & Resident Certification form for each employee | | | |
| Section 3 Commitment form | | | |
| Section 3 Economic Opportunity Plan | | | |
| Section 3 Economic Opportunity Report (Submit with the final payroll report) | | | |
| | | | Total Employees: _____ Low-Income: _____ |
| | | | Proposed Low-Income New Hires: _____ |
| | | | Total New Hires: _____ Low-Income: _____ |

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

Project Name/Number

Awarding Agency

Company Name

Company Address

License Number

Employer Identification Number

DUNS Number

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Name

Title

Signature

Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

Name

Title

Signature

Date

EXHIBIT 9

| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE | | HUD FORM 4230A <small>CMB Approval Number 2501-0011 (Exp. 09/30/2008)</small> | | | | |
|--|---|--|------------|----------------------------|--|--|
| 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 <input type="checkbox"/> Building <input type="checkbox"/> Heavy <input type="checkbox"/> Highway | 5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway | | | | | |
| 6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED | | 7. WAGE DECISION EFFECTIVE DATE | | | | |
| 8. WORK CLASSIFICATION(S) | <div style="text-align: center;">HOURLY WAGE RATES</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table> | | BASIC WAGE | FRINGE BENEFIT(S) (if any) | | |
| BASIC WAGE | FRINGE BENEFIT(S) (if any) | | | | | |
| | | | | | | |
| 9. PRIME CONTRACTOR (name, address) | 10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) | | | | | |
| Check All That Apply: <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision. | | | | | | |
| Check One: <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested. | | | | | | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> _____ Agency Representative <small>(Typed name and signature)</small> </div> <div style="width: 20%;"> _____ <small>Date</small> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;"> _____ <small>Phone Number</small> </div> </div> | | FOR HUD USE ONLY LR2000: Log in: Log out: | | | | |

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

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

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
6. 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 areas¹ 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: _____

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

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, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files 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: _____

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)(i)), 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 (EE0-1) 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.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

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.

(Print Name)

By: _____
(Signature)

(Date)

(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

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 body awarding this federally assisted construction contract:

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 grant¹ 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.

NOTE: 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 \$101000 and not more than \$100,000 for each such failure.

Authorized Official:

(Print Name)

By: _____
(Signature)

(Date)

(Title)

EXHIBIT 14
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
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 Los Angeles County Development Authority (LACDA).

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

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

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

EXHIBIT 15

Fringe Benefit Payment Certification

PROJECT NAME _____ AWARDING AGENCY / CONTRACTOR _____

PROJECT LOCATION _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____ EMPLOYER IDENTIFICATION NUMBER _____ DUNS 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.

AUTHORIZED OFFICIAL NAME _____

AUTHORIZED OFFICIAL TITLE/CAPACITY _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

EXHIBIT 16

STATE OF CALIFORNIA STATEMENT OF COMPLIANCE

Date: _____

_____, do hereby state:
(Name of signatory party) (Title)

- (1) That I pay or supervise the payment of the persons reported on the Certified Payroll Report by

_____ on the _____, that during the payroll period
(Contractor or subcontractor) (Project)

commencing on the _____ day of _____ and ending the _____ day
of _____, 20____, all persons working on said project have been paid the full weekly
sums earned, that no rebates have been or will be made either directly or indirectly to, or on
behalf of, said _____ from the full weekly sums earned by any person
(Contractor or subcontractor)

and that no deductions have been made either directly or indirectly from the full sums earned by any person,
other than permissible deductions, as described below:

- (2) That any payrolls or listings or 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.

- (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 or listings 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 or listings has been
paid as indicated on the payroll or listings 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 |
|----------------|-----------|
| | |

Also, 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).

EXHIBIT 17

AGENCY REPORT OF CONSTRUCTION CONTRACT AWARD

(03/21/17)

TO: Contract Compliance Officer, Grants Management Unit
Community Development Commission, County of Los Angeles

Date: _____

FROM: _____ Local Contracting Agency Name: _____

Project Name: _____ Project Number: _____

A formal bid opening, or informal solicitation for this construction contract was held on: _____ Date: _____

A ☐ Contract ☐ Subcontract was awarded to the contractor identified below on: _____ Date: _____

The contract amount for the scope of work to be performed by this Contractor, as detailed below, is: _____ Amount: _____

This ☐ is or ☐ is not a Section 3 qualified construction contract

A Section 3 Pre-Bid Meeting was held on: _____ Date: _____

A copy of the completed Section 3 Bid Evaluation form was provided to the CDC on: _____ Date: _____

The Contractor's Eligibility was verified prior to the contract with search results from: _____

California Contractors State Licensing Board (CSLB) website (<http://www.cslb.ca.gov>) on: _____ Date: _____

California Department of Industrial Relations (DIR) website (<https://efiling.dir.ca.gov>) on: _____ Date: _____

California Department of Industrial Relations (DIR) website (<https://www.dir.ca.gov/dlse/debar>) on: _____ Date: _____

Federal List of Parties Excluded from federal contract award website (<https://www.sam.gov>) on: _____ Date: _____

A Notice of Contract Award letter was sent to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on: _____ Date: _____

► Identify the detailed scope of work FOR THIS CONTRACTOR

Estimated Start Date: _____ Estimated Completion Date: _____

► Identify the work classifications to be USED BY THIS CONTRACTOR at the construction site

Estimated Workforce size: _____

| | | | | |
|--|---|-------------|--|---|
| <input type="checkbox"/> Asbestos Worker | <input type="checkbox"/> Equipment Operator | Group _____ | <input type="checkbox"/> Lather | <input type="checkbox"/> Roofer |
| <input type="checkbox"/> Bricklayer | <input type="checkbox"/> Glazier | | <input type="checkbox"/> Marble setter | <input type="checkbox"/> Sheet metal worker |
| <input type="checkbox"/> Carpenter | <input type="checkbox"/> Ironworker | | <input type="checkbox"/> Painter | <input type="checkbox"/> Terrazzo Worker |
| <input type="checkbox"/> Cement Mason | <input type="checkbox"/> Laborer | Group _____ | <input type="checkbox"/> Plasterer | <input type="checkbox"/> Tile layer |
| <input type="checkbox"/> Electrician | <input type="checkbox"/> Labor/Striper | Group _____ | <input type="checkbox"/> Plumber | _____ (other) |

The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."

A copy of the Federal Labor Standards Provisions (HUD-4010 form), is attached to the contractor's copy of this form.

A copy of the assigned 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/>).

The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.

Print Company Name above – ☐ Prime Contractor ☐ Subcontractor

Employer Identification Number: _____

Contractor License Number: _____

Print Company Name above – ☐ Subcontractor ☐ Lower-tier

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

Authorized Signature of Company Representative

☐ Black American ☐ Women Owned Business ☐ Native American
☐ White American ☐ Minority Owned Business ☐ Hasidic Jews
☐ Hispanic American ☐ Section 3 Qualified Business ☐ Asian/Pacific American

☐ Black American ☐ Women Owned Business ☐ Native American
☐ White American ☐ Minority Owned Business ☐ Hasidic Jews
☐ Hispanic American ☐ Section 3 Qualified Business ☐ Asian/Pacific American

EXHIBIT 18

SECTION 3 CLAUSE *Federal Contract Provision* *24 CFR Part 135*

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

- A. The work 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 is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any 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 by 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 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).

TO: Program Manager, Grants Management Unit
Community Development Commission, County of Los Angeles

Date of Evaluation: _____

SECTION 3 BID EVALUATION MEMORANDUM

Local Contracting Agency: _____ Section 3 Coordinator Name: _____
Project Name: _____ CDBG Project Number: _____
Bid Opening Date: _____

REASONABLENESS OF BID (See the back side of this form for assistance with calculating the Zone of Consideration)

| | | |
|-----------------|--|----|
| 1 | Enter the lowest bid amount here: | \$ |
| X-FACTOR | 2 ADD the Lesser of \$ _____ (_____ % of Low Bid) OR \$ _____ | \$ |
| 3 | In order to receive a preference a Reasonable Bid cannot exceed this amount: | \$ |

RESPONSIVENESS TO SECTION 3 REQUIREMENTS

| | YES | NO | Bid Amount (List Low Bid First) |
|---|-----|----|------------------------------------|
| BUSINESS NAME: _____ | | | \$ |
| A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is: <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file | | | |
| BUSINESS NAME: _____ | | | \$ |
| A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is: <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file | | | |
| BUSINESS NAME: _____ | | | \$ |
| A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is: <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file | | | |
| BUSINESS NAME: _____ | | | \$ |
| A Section 3 Business Certification form was submitted with the bid and the LCA has determined that this contractor is: <input type="checkbox"/> 51% Owned by income-qualified resident(s) and Resident Certification forms are in file., OR <input type="checkbox"/> 30% or more of their workforce are income qualified workers and Resident Certification forms are in file | | | |

Guidelines for completing the above:

- 1st Check the proposer's eligibility with the SAM website and ensure that they are responsive to the bid, are a responsible bidder, and hold a contractor current license.
 - 2nd Identify the lowest responsive and responsible bidder first in order to calculate the Zone of Consideration.
 - 3rd Determine the Maximum Acceptable Bid by using the X-Factor listed on the reverse side of this form.
 - 4th List all bidders that are within the zone of consideration, starting with the lowest bid.
- Finally, identify Section 3 responsive bidders within the Zone of Consideration, document your recommendation below and provide CDC with a copy of this memorandum.

| | |
|---|---|
| The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration" | |
| OR | |
| <input type="checkbox"/> | No bidders were able to meet the Section 3 responsive and reasonable bidding requirements for a bid preference. Therefore, a construction contract will be awarded to the lowest responsive and responsible bidder in accordance with our policy and consistent with public contract code |

(Print Name of Contracting Officer)

(Signature of Contracting Officer)

(Date)

Page ____ of ____

**SECTION 3
BUSINESS CERTIFICATION**

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

Business Address: _____ Email Address: _____

The above business is 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 and proof of income for income-qualified owner(s) 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 and proof of income for each income-qualified employee must be attached to and submitted with this form.
Total number of all full-time employees _____, Number of income-qualified employees _____

The owner/principle, of the above listed business concern, certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Owner/Principal

Signature of Owner/Principal

Title

Date

SECTION 3 BUSINESS CONCERN DETERMINATION

TO BE COMPLETED BY THE LOCAL CONTRACTING AGENCY SECTION 3 COORDINATOR

Based on the support documentation submitted for our review, we have determined that this business concern;

☐ is or ☐ is not a qualified business concern, and

☐ does or ☐ does not qualify for a bid preference for the federally-funded construction project identified below.

CDBG Project Number
Comments

Project Name

Project Location

Local Contracting Agency

Section 3 Coordinator

Date of Determination

SECTION 3 COMMITMENT

(September - 2011)

Contractor Name: _____

Project Name: _____ CDBG Project Number: _____

Project Location: _____

LCA Section 3 Coordinator: _____ Telephone: _____

The contractor currently holds a construction contract with _____ funded in whole or in part with Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). Under the provisions of our contract, the undersigned shall; to the greatest extent feasible, focus hiring outreach efforts, when opportunities for employment and training are available, toward low-income residents residing within the project area.

(Print Name of Contractor's Authorized Representative)

(Signature of Contractor's Authorized Representative)

(Title)

(Date)

This notice is provided pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended. Copies of this notice will be posted by the undersigned in conspicuous places and available to residents of the project area.

NOTICE

_____ is currently accepting applications for the following positions:
Name of Company

For information regarding employment and training opportunities Contact

Contact Person's Name

Title

Telephone Number

Date

SECTION 3 ECONOMIC OPPORTUNITY PLAN

(04/03/17)

| | | | |
|---|---------------|--|--|
| Business Name <input type="checkbox"/> Bidder <input type="checkbox"/> Contractor | | Dollar Amount of <input type="checkbox"/> Bid <input type="checkbox"/> Contract: \$ | 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: | Contact Information for Section 3 Coordinator: |
| CDBG Project Number | Project Name: | Project Location: | |

Employment & Training Opportunities (Minimum goal: 30% of total new hires must be income qualified. Attach completed Resident Certification form for each new hire)

| WORK CLASSIFICATIONS | Number of Positions | Proposed advertising and outreach strategies <small>(see reverse side of this form for assistance)</small> |
|----------------------|---------------------|---|
| Professionals | | |
| Technicians | | |
| Office/Clerical | | |
| Trade: | | |
| Trade: | | |
| Trade: | | |
| Trade: | | |

Subcontracting Opportunities (attach a completed Section 3 Business Certification form for each contract)

| Name of BUSINESS | Basic Trade | Type of Contract | Proposed advertising and outreach strategies <small>(refer to the list of proposed subcontractors or see reverse side of this form for assistance)</small> |
|------------------|-------------|---|---|
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |
| | | <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Contract | |

Total Subcontracting Dollars: \$

Total amount of Bid: \$

Minimum goal is 25% of the prime contract award %

SECTION 3 ECONOMIC OPPORTUNITY REPORT

| | | | |
|---|---------------|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Contractor <input type="checkbox"/> 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: |
| CD9G 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 |
|---|---|---|--|--|
| | <input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction | <input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications | <input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive | \$ _____ |
| | <input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction | <input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications | <input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive | \$ _____ |
| | <input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction | <input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications | <input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive | \$ _____ |
| Subtotal of "to date" Section 3 subcontract dollars | | | | \$ _____ |
| Non-SECTION 3 BUSINESS NAME | | Type of Contract | | |
| | <input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction | | | \$ _____ |
| | <input type="checkbox"/> Construction or <input type="checkbox"/> 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

2021 INCOME CERTIFICATION

(effective as of June 1, 2021)

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

| | | | | |
|---|--|--|---|---|
| <input type="checkbox"/> 1 <input type="checkbox"/> | <input type="checkbox"/> \$24,850 or less <input type="checkbox"/> | <input type="checkbox"/> \$24,851 to \$41,400 <input type="checkbox"/> | <input type="checkbox"/> \$41,401 to \$66,250 <input type="checkbox"/> | <input type="checkbox"/> \$66,251 or more <input type="checkbox"/> |
| <input type="checkbox"/> 2 <input type="checkbox"/> | <input type="checkbox"/> \$28,400 or less <input type="checkbox"/> | <input type="checkbox"/> \$28,401 to \$47,300 <input type="checkbox"/> | <input type="checkbox"/> \$47,301 to \$75,700 <input type="checkbox"/> | <input type="checkbox"/> \$75,701 or more <input type="checkbox"/> |
| <input type="checkbox"/> 3 <input type="checkbox"/> | <input type="checkbox"/> \$31,950 or less <input type="checkbox"/> | <input type="checkbox"/> \$31,951 to \$53,200 <input type="checkbox"/> | <input type="checkbox"/> \$53,201 to \$85,150 <input type="checkbox"/> | <input type="checkbox"/> \$85,151 or more <input type="checkbox"/> |
| <input type="checkbox"/> 4 <input type="checkbox"/> | <input type="checkbox"/> \$35,450 or less <input type="checkbox"/> | <input type="checkbox"/> \$35,451 to \$59,100 <input type="checkbox"/> | <input type="checkbox"/> \$59,101 to \$94,600 <input type="checkbox"/> | <input type="checkbox"/> \$94,601 or more <input type="checkbox"/> |
| <input type="checkbox"/> 5 <input type="checkbox"/> | <input type="checkbox"/> \$38,300 or less <input type="checkbox"/> | <input type="checkbox"/> \$38,301 to \$63,850 <input type="checkbox"/> | <input type="checkbox"/> \$63,851 to \$102,200 <input type="checkbox"/> | <input type="checkbox"/> \$102,201 or more <input type="checkbox"/> |
| <input type="checkbox"/> 6 <input type="checkbox"/> | <input type="checkbox"/> \$41,150 or less <input type="checkbox"/> | <input type="checkbox"/> \$41,151 to \$68,600 <input type="checkbox"/> | <input type="checkbox"/> \$68,601 to \$109,750 <input type="checkbox"/> | <input type="checkbox"/> \$109,751 or more <input type="checkbox"/> |
| <input type="checkbox"/> 7 <input type="checkbox"/> | <input type="checkbox"/> \$44,000 or less <input type="checkbox"/> | <input type="checkbox"/> \$44,001 to \$73,300 <input type="checkbox"/> | <input type="checkbox"/> \$73,301 to \$117,350 <input type="checkbox"/> | <input type="checkbox"/> \$117,351 or more <input type="checkbox"/> |
| <input type="checkbox"/> 8 <input type="checkbox"/> | <input type="checkbox"/> \$46,800 or less <input type="checkbox"/> | <input type="checkbox"/> \$46,801 to \$78,050 <input type="checkbox"/> | <input type="checkbox"/> \$78,051 to \$124,900 <input type="checkbox"/> | <input type="checkbox"/> \$124,901 or more <input type="checkbox"/> |

☐ 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

Signature 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

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

EXHIBIT 20

FEDERAL WAGE DECISION

*INCORPORATED INTO THE CONSTRUCTION CONTRACT AS PART OF THE BID
DOCUMENT TO BE PHYSICALLY ATTACHED TO ALL SUBCONTRACTS WITH THE
HUD-4010 FEDERAL LABOR STANDARDS PROVISIONS*

General Wage Decision

No. CA20220022

01/21/2022

"General Decision Number: CA20220022 01/21/2022

Superseded General Decision Number: CA20210022

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/14/2022 |
| 2 | 01/21/2022 |

ASBE0005-002 09/01/2021

Rates

Fringes

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

ASBE0005-004 07/05/2021

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|--|-------|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 22.40 | 13.07 |
|--|-------|

BOIL0092-003 01/01/2021

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|--------------------------|-------|
| BOILERMAKER.....\$ 46.03 | 38.81 |
|--------------------------|-------|

* BRCA0004-007 05/01/2020

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|--|-------|
| BRICKLAYER; MARBLE SETTER.....\$ 41.53 | 19.48 |
|--|-------|

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2021

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|------------------------------|-------|
| MARBLE FINISHER.....\$ 35.90 | 14.11 |
| TILE FINISHER.....\$ 30.47 | 12.52 |
| TILE LAYER.....\$ 43.09 | 18.31 |

BRCA0018-010 09/01/2020

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|-------------------------------------|-------|
| TERRAZZO FINISHER.....\$ 33.66 | 14.20 |
| TERRAZZO WORKER/SETTER.....\$ 41.60 | 14.73 |

CARP0213-001 07/01/2021

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CARPENTER

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

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Diver

| | | |
|---------------------------|-----------|-------|
| (1) Wet..... | \$ 834.40 | 16.28 |
| (2) Standby..... | \$ 445.84 | 16.28 |
| (3) Tender..... | \$ 437.84 | 16.28 |
| (4) Assistant Tender..... | \$ 413.84 | 16.28 |

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Drywall

| | | |
|------------------------------|----------|-------|
| DRYWALL INSTALLER/LATHER.... | \$ 51.60 | 16.28 |
| STOCKER/SCRAPPER..... | \$ 22.16 | 8.62 |

CARP0721-001 07/01/2021

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|----------------------------------|----------|------|
| Modular Furniture Installer..... | \$ 21.85 | 7.15 |
|----------------------------------|----------|------|

ELEC0011-004 07/26/2021

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

ELECTRICIAN (INSIDE

ELECTRICAL WORK)

| | |
|-------------------------------------|----------|
| Journeyman Electrician.....\$ 53.50 | 3%+28.82 |
|-------------------------------------|----------|

ELECTRICIAN (INTELLIGENT

TRANSPORTATION SYSTEMS Street

Lighting, Traffic Signals,

CCTV, and Underground Systems)

Journeyman Transportation

| | |
|--------------------------|----------|
| Electrician.....\$ 51.30 | 3%+28.97 |
|--------------------------|----------|

| | |
|-------------------------|----------|
| Technician.....\$ 38.48 | 3%+28.97 |
|-------------------------|----------|

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.

TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man

holes, pull boxes, street lights and traffic signals.

Installation of underground ducts for electrical, telephone, cable television and communication systems.

Pulling, termination and

splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

* ELEC0011-005 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

Communications System

| | |
|------------------------|----------|
| Installer.....\$ 41.52 | 3%+14.33 |
|------------------------|----------|

| | |
|-------------------------|----------|
| Technician.....\$ 33.30 | 3%+27.82 |
|-------------------------|----------|

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media,

multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

* ELEC1245-001 01/01/2022

| | Rates | Fringes |
|--|-------|---------|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer..\$ 60.19 | | 22.07 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 48.08 | | 20.86 |
| (3) Groundman.....\$ 36.76 | | 20.46 |
| (4) Powderman.....\$ 51.87 | | 18.79 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2022

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 61.34 | 36.885+a+b |

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2020

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| (All Other Work) | | |
| GROUP 1..... | \$ 48.25 | 27.20 |
| GROUP 2..... | \$ 49.03 | 27.20 |
| GROUP 3..... | \$ 49.32 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 48.96 | 25.25 |
| GROUP 6..... | \$ 51.03 | 27.20 |
| GROUP 8..... | \$ 51.14 | 27.20 |
| GROUP 9..... | \$ 49.29 | 25.25 |
| GROUP 10..... | \$ 51.26 | 27.20 |
| GROUP 11..... | \$ 49.41 | 25.25 |
| GROUP 12..... | \$ 51.43 | 27.20 |
| GROUP 13..... | \$ 51.53 | 27.20 |
| GROUP 14..... | \$ 51.56 | 27.20 |
| GROUP 15..... | \$ 51.64 | 27.20 |
| GROUP 16..... | \$ 51.76 | 27.20 |
| GROUP 17..... | \$ 51.93 | 27.20 |
| GROUP 18..... | \$ 52.03 | 27.20 |
| GROUP 19..... | \$ 52.14 | 27.20 |
| GROUP 20..... | \$ 52.26 | 27.20 |
| GROUP 21..... | \$ 52.43 | 27.20 |
| GROUP 22..... | \$ 52.53 | 27.20 |
| GROUP 23..... | \$ 52.64 | 27.20 |
| GROUP 24..... | \$ 52.76 | 27.20 |
| GROUP 25..... | \$ 52.93 | 27.20 |

OPERATOR: Power Equipment
 (Cranes, Piledriving &
 Hoisting)

| | | |
|---------------|----------|-------|
| GROUP 1..... | \$ 49.60 | 27.20 |
| GROUP 2..... | \$ 50.38 | 27.20 |
| GROUP 3..... | \$ 50.67 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 51.03 | 27.20 |
| GROUP 6..... | \$ 51.14 | 27.20 |
| GROUP 7..... | \$ 51.26 | 27.20 |
| GROUP 8..... | \$ 51.43 | 27.20 |
| GROUP 9..... | \$ 51.60 | 27.20 |
| GROUP 10..... | \$ 52.60 | 27.20 |
| GROUP 11..... | \$ 53.60 | 27.20 |
| GROUP 12..... | \$ 54.60 | 27.20 |
| GROUP 13..... | \$ 55.60 | 27.20 |

OPERATOR: Power Equipment

(Tunnel Work)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 50.10 | 27.20 |
| GROUP 2..... | \$ 50.88 | 27.20 |
| GROUP 3..... | \$ 51.17 | 27.20 |
| GROUP 4..... | \$ 51.31 | 27.20 |
| GROUP 5..... | \$ 51.53 | 27.20 |
| GROUP 6..... | \$ 51.64 | 27.20 |
| GROUP 7..... | \$ 51.76 | 27.20 |

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6

ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy;

Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine,

Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower

crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,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 which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern

County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment (DREDGING) | | |
| (1) Leverman..... | \$ 56.40 | 30.00 |
| (2) Dredge dozer..... | \$ 50.43 | 30.00 |
| (3) Deckmate..... | \$ 50.32 | 30.00 |
| (4) Winch operator (stern winch on dredge)..... | \$ 49.77 | 30.00 |
| (5) Fireman-Oiler, Deckhand, Bargeman, Leveehand..... | \$ 49.23 | 30.00 |
| (6) Barge Mate..... | \$ 49.84 | 30.00 |

 IRON0433-006 07/01/2020

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 34.58 | 24.81 |
| Ornamental, Reinforcing and Structural..... | \$ 41.00 | 33.45 |

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

LAB00300-001 07/01/2021

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

LAB00300-003 07/01/2020

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) | | |
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |
| LABORER | | |
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner;

Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline 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

LAB00300-005 03/01/2021

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

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2021

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

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour

above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2021

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

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades,

fencing, cable anchor, guard rail, reference signs,
monument markers; operation of all related machinery and
equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes
and markings; hot thermo plastic; tape traffic stripes and
markings, including traffic control; operation of all
related machinery and equipment

LAB01414-001 08/05/2020

| | Rates | Fringes |
|--------------------------------------|-------|---------|
| LABORER | | |
| PLASTER CLEAN-UP LABORER....\$ 36.03 | | 21.01 |
| PLASTER TENDER.....\$ 38.58 | | 21.01 |

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

| | Rates | Fringes |
|---|-------|---------|
| Painters: (Including Lead Abatement) | | |
| (1) Repaint (excludes San Diego County).....\$ 29.59 | | 17.12 |
| (2) All Other Work.....\$ 33.12 | | 17.24 |

REPAINT of any previously painted structure. Exceptions:
work involving the aerospace industry, breweries,
commercial recreational facilities, hotels which operate
commercial establishments as part of hotel service, and
sports facilities.

PAIN0036-006 10/01/2021

| | Rates | Fringes |
|--|-------|---------|
| DRYWALL FINISHER/TAPER | | |
| Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 39.50 | | 22.92 |
| Remainder of Los Angeles County.....\$ 43.63 | | 22.92 |

PAIN0036-015 01/01/2020

| | Rates | Fringes |
|----------------------|-------|---------|
| GLAZIER.....\$ 43.45 | | 23.39 |

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2021

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

PLAS0200-009 08/04/2021

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

PLAS0500-002 07/01/2020

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

PLUM0016-001 09/01/2021

| | Rates | Fringes |
|--|----------|---------|
| PLUMBER/PIPEFITTER Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space..... | \$ 52.20 | 24.38 |
| Work ONLY on strip malls, light commercial, tenant improvement and remodel work..... | \$ 39.91 | 22.71 |
| All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work..... | \$ 53.83 | 25.36 |

PLUM0345-001 09/01/2021

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

ROOF0036-002 08/01/2021

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

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or

pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-013 01/01/2021

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 39.83 | 26.23 |

SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

| | Rates | Fringes |
|------------------------------|----------|---------|
| SPRINKLER FITTER (Fire)..... | \$ 48.71 | 29.15 |

SHEE0105-002 07/01/2021

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

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft..... | \$ 30.14 | 10.74 |
| (2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment..... | \$ 27.47 | 10.72 |

SHEE0105-003 01/01/2022

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..... | \$ 50.23 | 29.60 |

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

SHEE0105-004 01/01/2022

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..... | \$ 39.08 | 28.84 |

TEAM0011-002 07/01/2020

| | Rates | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 32.59 | 30.59 |
| GROUP 2..... | \$ 32.74 | 30.59 |
| GROUP 3..... | \$ 32.87 | 30.59 |
| GROUP 4..... | \$ 33.06 | 30.59 |
| GROUP 5..... | \$ 33.09 | 30.59 |
| GROUP 6..... | \$ 33.12 | 30.59 |
| GROUP 7..... | \$ 33.37 | 30.59 |
| GROUP 8..... | \$ 33.62 | 30.59 |
| GROUP 9..... | \$ 33.82 | 30.59 |
| GROUP 10..... | \$ 34.12 | 30.59 |
| GROUP 11..... | \$ 34.62 | 30.59 |
| GROUP 12..... | \$ 35.05 | 30.59 |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
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 Division National Office Branch of Wage Surveys. 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.

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END OF GENERAL DECISION"

COVID – 19 Contractor Notification and Certification

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

LACDA Contact: Raymond White, Analyst
Los Angeles County Development Authority
Community & Economic Development Division/Grants Management Unit
700 S. Main Street
Alhambra, CA 91801
Raymond.white@lacda.org
Phone: (626) 586-1756

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

Certification of Compliance

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of LACDA Contractor Personnel)**

I, _____, on behalf of _____

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

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

OR

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

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

Signature

Date

Title

Company/Contractor Name

FREQUENTLY ASKED QUESTIONS (FAQs)

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

Please note: Certain Personnel for Contractors of the Department of Health Services (DHS) and Department of Public Health (DPH) must be fully vaccinated. DPH and DHS cannot accommodate the weekly testing option for individuals with religious or medical exemptions. Please contact your DHS or DPH contract manager for details concerning which Personnel must be vaccinated and additional information. Guidance on these policies is not contained herein.

On December 7, 2021, the County of Los Angeles ("County") Board of Supervisors adopted an urgency ordinance as contained in Chapter 2.212, COVID-19 Vaccinations of County Contractor Personnel of County Code Title 2 – Administration, Division 4 ("Ordinance") requiring all County Contractor Personnel who (1) interact in person with County employees, interns, volunteers, and commissioners, (2) work on County owned or controlled property while performing services under a County Contract, and/or (3) come into contact with the public while performing services under a contract with the County, must either:

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

The County's Ordinance requirements do not replace any applicable federal, state, local and departmental rules, regulations, requirements and laws that may be applicable to Contractors. To assist Contractors as they implement the requirements of the Ordinance, please refer to the frequently asked questions (FAQs) and answers below. This document will be updated periodically as additional questions arise.

1. Where can I find a copy of the Ordinance?

A copy of the Ordinance can be found here: [164148.pdf \(lacounty.gov\)](#)

2. Which Contractor Personnel are covered by the Ordinance?

The Ordinance covers Contractor Personnel who:

- (1) Interact in person with County employees, interns, volunteers, and commissioners ("County Workforce Members");
- (2) Work on County owned or controlled property while performing services under a Contract with the County; and/or
- (3) Come into contact with the public while performing services under a Contract with the County.

"Contractor Personnel" means all employees of a Contractor, and persons working on its behalf on a Contract with the County, including but not limited to, subcontractors of any tier, who fall into the above three (3) categories.

FREQUENTLY ASKED QUESTIONS (FAQs)

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

While the Ordinance is effective immediately, all Contractors and their Contractor Personnel who meet the criteria above will have until January 1, 2022, to comply with the Ordinance.

3. Does the Ordinance only apply to Contractor Personnel who fall within the three categories in Question #2, or are all employees and staff of a Contractor and its subcontractors covered (e.g. back office, administrative, staff who do not work on a Contract with the County, etc.)?

Only the employees and subcontractors who fall into one of the three categories in Question #2 are covered by the Ordinance. Contractor employees who provide services exclusively to customers other than the contracted services to the County under the Contract with the County, or exclusively support the general operations of the Contractor and do not fall into the three categories in Question #2, are not covered by the Ordinance. However, given the importance of vaccinations in our fight against COVID-19, the County recommends that it's Contractors consider implementation of a vaccination policy for all its employees.

4. For the purpose of this Ordinance, how are you defining "Contractor" and "Contract"?

For the purposes of this Ordinance, "Contractor" means any individual or entity who enters into a Contract with the County to provide goods or services, but does not include those who solely sell commodities that are delivered to the County via common carrier with little to no in-person interaction with County Workforce Members or the public, or commodities where associated services are de minimis in scope.

"Contract" means any agreement between any individual or entity, and the County for the sale of goods and/or performance of services to the County, and includes construction agreements, concession agreements, delegated authority agreements, lease agreements, licenses, master agreements, purchase orders, subrecipient agreements, work orders, or any other type of agreement, regardless of nomenclature, where some portion of services are provided to the County pursuant to the agreement.

5. Does this Ordinance apply to the clients served by the County or its Contractors?

No. This Ordinance is specific to County Contractors and their Contractor Personnel, as defined above. County Contractors should integrate the requirements of this Ordinance into their own COVID-19 return to work and health and safety policies.

6. Does this Ordinance cover interns and volunteers of Contractors?

Yes, interns, aides, volunteers, and fellows of Contractors that work directly with members of the public, including service recipients, or are on County owned or controlled property, or interact in person with County employees, are covered by this Ordinance.

7. Does this Ordinance extend to subcontractors?

Yes, this Ordinance extends to subcontractors of any tier to a County Contractor who has a Contract covered by the Ordinance, including building security, food service employees, and construction subcontractors.

FREQUENTLY ASKED QUESTIONS (FAQs)

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

8. Does this Ordinance apply to small dollar and short-term vendors?

Yes. Contractors should check for Contractor Personnel vaccine or negative test proof prior to their reporting for work under the Contract with the County. For example, a photographer who comes to the office for half a day would need to show proof of full vaccination or a negative test to their employer (County Contractor) and the Contractor must certify to the County that this is the case.

9. Does this apply to people who come on-site (e.g., vendors, home health aides) that do not have a contract with the County?

This Ordinance does not apply to visitors that have no contractual relationship with the County. However, other federal, state, local and departmental orders, rules, requirements and regulations may apply.

10. What if the Contract with the County uses Contractor Personnel that are covered by a Collective Bargaining Agreement?

Contractors should first notify the County that the applicable contract includes Contractor Personnel that are covered by a collective bargaining agreement. Contractors should then undertake all required collective bargaining requirements, if any, before imposing the requirements of the Ordinance, and shall notify County of any actions taken.

11. Do Contractor Personnel interacting with the public have to wear a face covering, even if fully vaccinated?

Yes, Contractor Personnel interacting with members of the public, County Workforce Members, other contractors including covered Contractors and their subcontractors and staff -- must wear a face covering, even if their Contractor has certified proof of full vaccination.

12. Will there be any medical or religious accommodations or exemptions for this Ordinance?

Yes, the Contractor or employer of record for the Contractor Personnel will have to comply with any medical or religious exemptions procedures as required by law. If the Contractor or employer of record has determined that Contractor Personnel has met the requirements to be granted a valid medical or sincerely held religious belief exemption, the Contractor must certify that the unvaccinated exempt Contractor Personnel has tested negative weekly and the Contractor Personnel must mask and engage in proper physical distancing. If Contractor's Personnel does not want to undergo weekly testing, they cannot provide services under the Contract, or they can get fully vaccinated.

Please note: Certain Personnel for Contractors of the Department of Health Services (DHS) and Department of Public Health (DPH) must be fully vaccinated. DPH and DHS cannot accommodate the weekly testing option for individuals with religious or medical exemptions. Please contact your DHS or DPH contract manager for details concerning which Personnel must be vaccinated and additional information. Guidance on these policies is not contained herein.

FREQUENTLY ASKED QUESTIONS (FAQs) COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

13. Which vaccines count? What if the Contractor has been vaccinated with a non-FDA approved vaccine?

Only Food and Drug Administration (FDA) and World Health Organization (WHO) approved vaccines will be accepted. FDA vaccines are readily available in the United States. As of the date of this FAQ, FDA-authorized vaccines include the Pfizer, Moderna, and Johnson & Johnson vaccines.

14. If Contractor Personnel get their first dose but are not fully vaccinated yet, will they be required to provide weekly test results?

Yes, Contractor Personnel who have received at least one dose of a vaccine that requires two doses (e.g., Moderna and Pfizer) will be required to undergo weekly testing until fully vaccinated.

Contractor Personnel who have received one dose of a single dose COVID-19 vaccine (e.g., Johnson and Johnson) will not need to submit proof of weekly negative test results.

15. What counts as proof of vaccination?

Contractor Personnel shall submit, using secure means, proof of vaccination directly to the Contractor.

Proof must be:

- An official CDC card or other official immunization card bearing the employee's name and date(s) of vaccine administration. The employer must see this document or a photograph of it;
- Documentation from a licensed medical provider; or
- A proof of vaccination issued by the State of California (e.g., the CDPH QR code).

Contractors should maintain a confidential record of the employees who have demonstrated proof of vaccination, pursuant to the Contractor's policies and procedures for safeguarding personal information.

16. What if Contractor Personnel was vaccinated but lost their CDC vaccination card?

Contractor Personnel who lost their CDC vaccination card should contact the medical provider where they got vaccinated to get an official record of vaccination.

17. Where can people be vaccinated?

Vaccination is free and convenient across the County. Convenient vaccination sites can be found via <http://www.publichealth.lacounty.gov/media/coronavirus/vaccine/index.htm>.

FREQUENTLY ASKED QUESTIONS (FAQs)

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

18. Can Contractor Personnel take time from their shift to get vaccinated?

The Contractor should follow all relevant federal, state, and local laws and policies associated with time off for getting vaccinated. Please see the California Department of Industrial Relations website for Guide to COVID-19 Related Frequently Asked Questions:

<https://www.dir.ca.gov/dlse/COVID19resources/FAQs.html>

Please also see the U.S. Occupational Safety and Health Administration Emergency Temporary Standard for details:

<https://www.osha.gov/sites/default/files/publications/OSHA4162.pdf>

19. Will Contractor Personnel who are seropositive – have antibodies – be able to opt out of vaccination or testing requirements?

No. Most experts agree that vaccination provides additional protection from COVID-19, including the Delta variant, above and beyond the antibodies that a person may have as a result of prior infection. Contractors will **NOT** be exempt due to evidence of prior COVID-19 infection.

20. For Contractor Personnel who have been granted a valid medical or sincerely held religious belief exemption by their employer and must undergo weekly testing, what tests qualify?

Both PCR tests and antigen tests qualify for the County's requirement.

21. When must a Contractor certify that its Contractor Personnel who was granted a valid medical or sincerely held religious belief exemption, has tested negative?

For any unvaccinated Contractor Personnel that the employer has granted a valid medical or religious exemption, Contractor must ensure the person does not perform work on the Contract unless they received a prior negative COVID-19 PCR or antigen test within the preceding 72 hours of the start of the work week (unless the contracting County department requires otherwise).

22. When must a COVID-19 test be taken for exempt Contractor Personnel?

The test must be taken within a timeframe that allows for a negative test result to come back within the preceding 72 hours of the start of the work week for the exempt Contractor Personnel.

23. Where can people find testing?

The County and other health providers offer free COVID-19 testing in convenient locations across the County, but Contractors and their Contractor Personnel may opt to go to their trusted medical professionals as well.

There are many testing locations in the County, which can be found here:

<https://covid19.lacounty.gov/testing>

FREQUENTLY ASKED QUESTIONS (FAQs)

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

24. Who is responsible for paying for tests at non-County sites (to the extent it isn't covered)?

Most providers across the County will attempt to bill insurance for test collection. While private providers may charge for testing or charge a co-pay, tests are widely available at no cost to individuals across dozens of County-sponsored test sites. All County residents are strongly encouraged to ask about associated costs before being tested.

25. What happens if Contractor Personnel test positive?

Contractor Personnel who test positive must not report to a County work site, provide services to the public, or work alongside County Workforce Members until all of these conditions are met:

- (1) It has been at least 10 days since they tested positive or were diagnosed with COVID-19;
- (2) If they develop symptoms, it has been at least 10 days since their symptoms began;
- (3) They have not had a fever for at least 24 hours without the use of medicine that reduces fever; and
- (4) Their symptoms of COVID-19 (e.g., cough, shortness of breath) have improved.

26. Will Contractors be expected to pay out of pocket for vaccine or test?

Vaccines are widely available for free. Contractors should follow their own policies for testing costs. Please see the U.S. Occupational Safety and Health Administration Emergency Temporary Standard for details: <https://www.osha.gov/sites/default/files/publications/OSHA4162.pdf>

27. Can Contractor Personnel take time from their shift to get tested?

Contractors should develop their own policies and procedures with regards to testing. However, no additional funding will be provided associated with time off for testing. For Contractor employers that choose to allow employees to get tested on shift time, the Contractor may want to consider:

- Requiring employees to be tested at the beginning or end of their shift.
- Requiring employees for whom testing is already provided on-site due to pre-existing safety protocols, in places such as schools, shelters, and jails, to continue to use these services during their shift.
- Requiring employees to get tested in a place close to their home or work.
- Requiring employees to document time taken to seek testing.
- Requiring employees to provide adequate notice and request time off in advance to supervisors for testing.

Please see the U.S. Occupational Safety and Health Administration Emergency Temporary Standard for details: <https://www.osha.gov/sites/default/files/publications/OSHA4162.pdf>

In no case should testing time have a detrimental impact on operations or the services Contractor is required to provide under the Contract.

FREQUENTLY ASKED QUESTIONS (FAQs)

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

28. How will Contractors track compliance?

Each Contractor must track compliance for their Contractor Personnel. Contractors are responsible for verifying individual vaccination status of each Contractor Personnel and monitoring compliance with weekly testing, face covering requirements, and physical distance requirements for those who have been granted a valid medical or sincerely held religious belief exemption. Contractors are subject to reviews for compliance by the County.

29. How will the Ordinance be enforced for Contractors?

All County Contractors with covered Contracts must submit a certification signed by the organization's authorized signatory or equivalent that they are complying with the County's requirements by sending it to their contracting County department, and certify weekly if it has any exempt Contractor Personnel who will be testing. Contractors should update internal policies that reflect compliance with the Ordinance requirements. If Contractors are non-compliant, County departments will exercise any rights they may have under the contract.

30. How should Contractors monitor compliance for subcontractors?

Contractors are responsible for ensuring compliance by any of its subcontractors, of any tier. It is recommended that Contractors collect attestations and certifications, implement policies, and do further review as necessary for subcontractors.

31. What documentation must Contractors keep on hand?

Consistent with applicable privacy laws and regulations, Contractors must maintain records of proof of vaccination for its Contractor Personnel or exemption status for the document retention period set forth in the applicable Contract. If Contractor Personnel are exempt pursuant to a medical or sincerely held religious belief reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide access to such records to the County for audit purposes, when required by County.

32. What if my business doesn't have any COVID-19 vaccination policies in place? What can I do?

Resources for businesses to adopt COVID-19 vaccination policies are available at:

<https://doingbusiness.lacounty.gov/>

33. What is the penalty? Will non-compliant Contractor Personnel be allowed to work on the Contract with the County?

Contractors should not send non-compliant Contractor Personnel who do not meet the requirements of the Ordinance to work on the applicable Contract with the County. County departments will exercise any rights and remedies they have under the Contract, as well as legally and administratively.

34. Can the Vaccine Mandate Certification be electronically signed?

Yes.

FREQUENTLY ASKED QUESTIONS (FAQs) COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

35. Can contractors submit one Certification for all County contracts?

Certifications can contain all departmental contracts, or be done individually, as designated by a department.

36. If a contractor is scheduling their employees to get the first vaccine shot by end of 2021, how should contractors complete the Certification?

The contractor can send a letter listing individuals who are in the process of getting vaccinated, thereafter, a weekly letter/certification is required indicating that these individuals tested negative. Contractors do not need to send actual test results for each employee, contractors only need to provide the County with the Certification listing the individuals by name indicating they have tested negative and are cleared to work for the week. Actual test results are confidential, due to PHI/PII data in it.

37. Does the 5th Circuit Court of Appeals ruling regarding mandatory vaccinations apply to Los Angeles County?

No, the 5th Circuit decision does not apply to Los Angeles County. The 5th Circuit decision applies to actions taken by the Biden Administration as issued by the Occupational Safety & Health Administration and has no bearing on LA County.

38. Are there health concerns with the current vaccines?

FDA approved vaccines for COVID-19 are safe. The FDA has approved a number of COVID-19 vaccines. There are several vaccines to choose from, including J&J, Pfizer and Moderna. In addition, the FDA has approved a pill form of the Pfizer COVID-19 vaccine. For more vaccine information, please visit the County of Los Angeles Department of Public Health:

<http://publichealth.lacounty.gov/media/Coronavirus/vaccine/>

39. What requirements should contractors follow when handling personal and private medical histories for their employees?

As the employer of record, contractors should comply with all applicable legal privacy requirements for this type of information.

40. What is the liability to the County and to contractors for making vaccinations a condition of employment?

If Contractor Personnel work on a County Contract, and are either working with County workforce members, the public, or otherwise work on County owned or controlled property, they must be vaccinated or test weekly if they qualify for a valid medical or religious exemption. The County encourages all County contractors covered by the Ordinance to comply with the Ordinance requirements. If you need assistance or have further questions, please visit our Doing Business with the County website that has extensive information and resources available for contractors and their subcontractors at <https://doingbusiness.lacounty.gov/>.

Recycling of Construction Materials

RECYCLING OF MATERIALS

The Contractor shall complete the Construction and Demolition Debris Waste Reduction Recycling Plan by filling the attached Construction and Demolition Debris Form, of these specifications. Contractor is required to obtain the services of **REPUBLIC SERVICES** under the exclusive franchise agreement with the City and will be responsible to pay any additional charges for the appropriate disposal of Construction and Demolition (C&D) recycling.

Construction & Demolition Debris Waste Reduction & Recycling Plan [WRRP]



CITY OF
San Fernando
Historic & Visionary

PUBLIC WORKS DEPARTMENT
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340-2993

This form must be completed for the following types of projects:

- All New Construction (non-residential and residential).
- Demolition (non-residential and apartment house).
- Addition/Alteration (non-residential and apartment house) with construction valuation \$50,000 or greater or 1,000 sq. ft. or greater

NOTE: Building Permits for listed projects will not be issued without an approved WRRP. Allow 3-5 business days for processing your WRRP. A separate WRRP is required for each building permit issued.

Submit with Permit Application to: Department of Public Works, 117 Macneil Street, San Fernando.

If you have questions, please contact Manuel Fabian, Civil Engineering Assistant II, (818) 898-1243 or mfabian@sfcity.org

Permit # _____
Project Address (include floor, suite, etc.): _____
Contact Name: _____ Title: _____
Company Name: _____
Contact Mailing Address: _____
Phone: _____ Fax: _____ Email: _____

1. Type of Project: ☐ New Construction ☐ Addition/Alteration ☐ Demolition
2. Type of Building: ☐ Commercial Single ☐ Family Residence ☐ Apartment
3. Tenant Improvement: ☐ Yes ☐ No
4. Size of Project _____ sq. ft. Construction Valuation \$ _____
5. Estimated Start Date ____/____/____ Estimated Completion Date ____/____/____

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation.

For City Use Only

| | | |
|---|--|---|
| Permit No: _____ | Applic. Filed: ____/____/____ | WRRP Submitted: ____/____/____ |
| Project Name: _____ | Permit Counter Staff Initials: _____ | <input type="checkbox"/> OT: |
| Received: ____/____/____ | Approved: ____/____/____ | Type of Assistance: _____ |
| DB: ____/____/____ | Applicant Contacted: ____/____/____ | Time Spent: _____ |
| <input type="checkbox"/> 50% Diversion: | <input type="checkbox"/> Good Cause: | <input type="checkbox"/> Non-Attainment Hold Placed: ____/____/____ |
| <input type="checkbox"/> Approved: | <input type="checkbox"/> Condition Approval: | <input type="checkbox"/> Not Approved Hold Removed: _____ |

Requirement: Reduce quantity of materials disposed at landfills by 50% or greater (determined by weight).

Column A: List Actual Quantities of waste for each material type (in tons). To convert yards to tons, use the Materials Conversion Worksheet provided in your packet.

Column B, C, D: List actual quantities reused, recycled, or disposed.

Column E: State the name of all vendors or facilities used to reuse, recycle or dispose of material listed. See example below for cases where more than one facility was used for a particular material type.

Column Totals: Add up all quantities listed in Column A. Do the same for Column B, C and D.

Recycled Mixed Debris: This category is only for mixed debris loads that were taken to a recognized facility for recycling (see list of Mixed Debris Recycling Facilities insert in your C & D Packet). Use the Materials Conversion Worksheet to calculate quantity of materials that can be credited as recycled. Receipts must be provided with your Summary Report to receive recycling credit.

Application/Permit # _____ Project Address: _____

| Material Handling Methods - Indicate quantities (in tons only) for each material listed. | | | | | |
|--|----------------------------------|--------------------------|----------------|---------------|--|
| Material Type | A Total Quantity Discarded | B Salvage Or Reuse | C Recycling | D Disposal | E Actual Destination (s) |
| Example: Cardboard | 2 Tons | | 1.5 | 0.5 | (Recycle) Davis St. Recycling Center (Outdoor) Davis St. Transfer Station |
| Asphalt & Concrete | | | | | |
| Brick/Masonry/Tile | | | | | |
| Building Materials (doors, windows, fixtures, etc.) | | | | | |
| Carpet | | | | | |
| Carpet Padding/Foam | | | | | |
| Cardboard | | | | | |
| Ceiling Tile (acoustic) | | | | | |
| Drywall (Used) | | | | | |
| Drywall (New, unpainted) | | | | | |
| Landscape Debris (brush, trees, stumps, etc.) | | | | | |
| Scrap Metal | | | | | |
| Unpainted wood & pallets | | | | | |
| Garbage/Trash | | | | | |
| Other (do not include dirt) | | | | | |
| Recycled Mixed Debris (see Instructions above) | | | | | |
| Column Totals | | | | | |

7. Fill in the blanks below to determine if you met the City's requirement to reduce project waste by 50% or more.

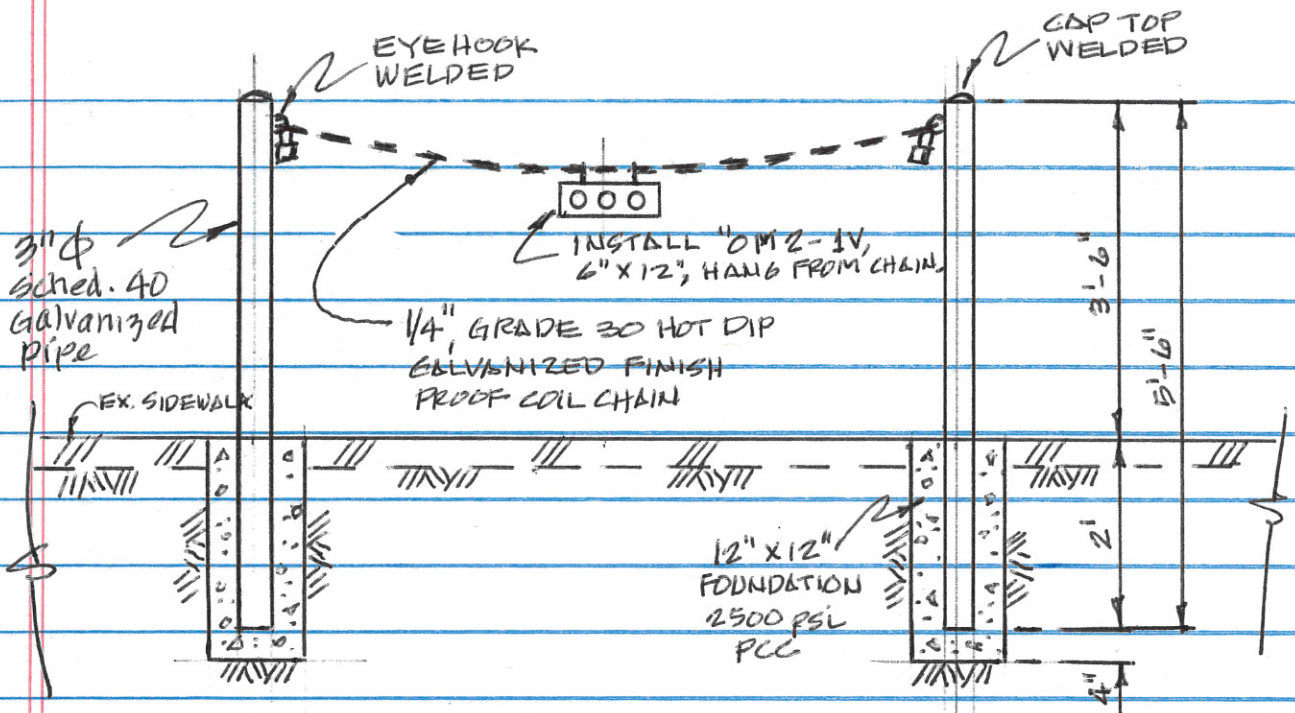
Column Totals B _____ + C _____ - A _____ = _____ x 100 = _____ %

8. Is the percentage listed in question # 7 greater than or equal to 50%? ☐ YES ☐ NO
If NO, explain why:

9. Print Name: _____ Signature: _____
Date: _____

Exhibit A

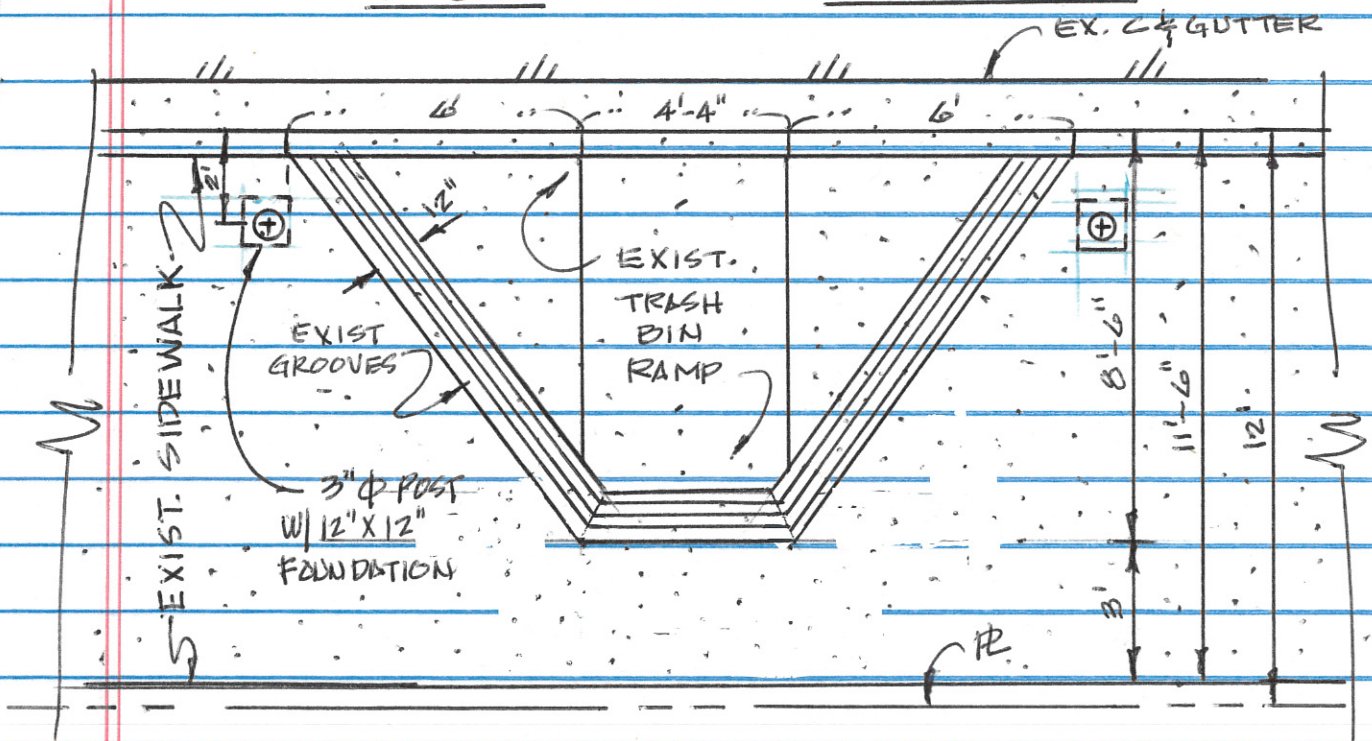
Install Posts and Signs at Curb Ramp



ELEVATION NOT TO SCALE

PICO

STREET



PLAN VIEW

NOT TO SCALE

DETAIL "A" - INSTALL POSTS AND SIGNS AT CURB RAMP

EM
2/2/22

CONSTRUCTION NOTES

1. PRIME AND PAINT 3" ϕ POSTS (2)
USE ONE COAT HAMMERITE PRIMER
AND TWO COATS BENJAMIN MOORE
YELLOW (2) METAL ENAMEL.
2. PADLOCKS (2) TO BE PROVIDED BY CITY.

Exhibit B

List of Digout Locations

City of San Fernando - Public Works Dept. - Engineering Division

Dig-Out Locations and Quantities - Pico Street Improvement Project - December 4, 2021

| Dig Out No. | Label | Address | Street | Description | From | To | Width (Ft.) | Length (Ft.) | Area (Sq. Ft.) | Segment Subtotal |
|-------------|-------|--------------------------------------|-------------|-------------------------------|--------------|--------------------|----------------|-----------------|-------------------|---------------------|
| 1 | D1A | | Pico Street | West of Brand Blvd., Center. | Brand Blvd. | Carlisle St. | 5 | 30 | 150 | |
| 2 | D1B | | Pico Street | West of Brand Blvd., S/side. | Brand Blvd. | Carlisle St. | 10 | 10 | 100 | |
| 3 | D1C | | Pico Street | West of Brand Blvd. N/side. | Brand Blvd. | Carlisle St. | 5 | 5 | 25 | 275 |
| 4 | D1 | | Pico Street | At intersection, S/side. | Brand Blvd. | Carlisle St. | 5 | 6 | 30 | |
| 5 | D2 | Parking Lot No. 8 | Pico Street | At intersection, Center. | Carlisle St. | Maclay Ave. | 6 | 26 | 156 | |
| 6 | D3 | Parking Lot No. 8 | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 6 | 25 | 150 | |
| 7 | D4 | Parking Lot No. 8 | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 8 | 13 | 104 | |
| 8 | D5 | Parking Lot No. 8 | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 6 | 37 | 222 | |
| 9 | D6 | Parking Lot No. 8 | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 4 | 5 | 20 | |
| 10 | D7 | Parking Lot No. 8 | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 3 | 12 | 36 | |
| 11 | D8 | Parking Lot No. 8 | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 3 | 32 | 96 | |
| 12 | D9 | Parking Lot No. 8 | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 4 | 24 | 96 | |
| 13 | D10 | 1023 Pico Street. | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 4 | 28 | 112 | |
| 14 | D11 | 1023 Pico Street. | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 4 | 22 | 88 | |
| 15 | D12 | Across from 1023 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 10 | 30 | |
| 16 | D13 | Across from 1023 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 4 | 12 | |
| 17 | D14 | Across from 1023 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 9 | 27 | |
| 18 | D15 | Across from 1023 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 17 | 51 | |
| 19 | D16 | Across from 1023 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 21 | 63 | |
| 20 | D17 | Across from 1023 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 8 | 24 | |
| 21 | D18 | Across from 1044 Pico Street. | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 7 | 35 | 245 | |
| 22 | D19 | Across from 1044 Pico Street. | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 7 | 26 | 182 | |
| 23 | D20 | Across from 1044 Pico Street. | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 3 | 5 | 15 | |
| 24 | D21 | 1109 Pico Street. | Pico Street | West of Carlisle St., S/side. | Carlisle St. | Maclay Ave. | 3 | 5 | 15 | |
| 25 | D22 | U.S. Post Off. | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 3 | 27 | 81 | |
| 26 | D23 | U.S. Post Off. | Pico Street | West of Carlisle St., N/side. | Carlisle St. | Maclay Ave. | 3 | 16 | 48 | |
| 27 | D24 | 1044 Pico St., St. Ferdinand Church. | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 4 | 12 | 48 | |
| 28 | D24A | 1045 Pico St., St. Ferdinand Church. | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 3 | 35 | 105 | |
| 29 | D24B | 1046 Pico St., St. Ferdinand Church. | Pico Street | West of Carlisle St., Center. | Carlisle St. | Maclay Ave. | 7 | 12 | 84 | |
| 30 | D25 | East of E/X-gutter at Maclay Ave. | Pico Street | West of Carlisle St., Center | Carlisle St. | Maclay Ave. | 2 | 8 | 16 | 2,156 |
| 31 | D26 | 1100 Pico Street (Lopez Adobe). | Pico Street | West of Maclay Ave., Center | Maclay Ave. | S.F. Mission Blvd. | 6 | 42 | 252 | |
| 32 | D26A | 1100 Pico Street (Lopez Adobe). | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 6 | 11 | 66 | |
| 33 | D27 | Across from 1100 Pico Street. | Pico Street | West of Maclay Ave., Center | Maclay Ave. | S.F. Mission Blvd. | 6 | 16 | 96 | |
| 34 | D28 | Across from 1100 Pico Street. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 7 | 16 | 112 | |
| 35 | D29 | Across from 1100 Pico Street. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 3 | 7 | 21 | |
| 36 | D30 | Across from 1100 Pico Street. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 6 | 43 | 258 | |
| 37 | D31 | 1100 Pico Street (Lopez Adobe). | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 13 | 65 | |
| 38 | D32 | Across from 1104 Pico Street. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 15 | 75 | |
| 39 | D32B | Across from Parking Lot No. 3 | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 27 | 135 | |
| 40 | D33 | Parking Lot No. 3 | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 6 | 8 | 48 | |
| 41 | D34 | Parking Lot No. 3 | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 19 | 95 | |
| 42 | D35 | Parking Lot No. 3 | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 40 | 200 | |
| 43 | D37 | Across from Parking Lot No. 3 | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 19 | 95 | |
| 44 | D37 | 1132 Pico Street. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 6 | 9 | 54 | |

City of San Fernando - Public Works Dept. - Engineering Division

Dig-Out Locations and Quantities - Pico Street Improvement Project - December 4, 2021

| Dig Out No. | Label | Address | Street | Description | From | To | (Ft.) Width | (Ft.) Length | (Sq. Ft.) Area | (Sq. Ft.) Segment Subtotal |
|-------------|-------|-------------------------------------|-------------|-------------------------------------|--------------------|--------------------|----------------|-----------------|-------------------|----------------------------------|
| 45 | D38 | 1128 Pico Street. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 8 | 40 | |
| 46 | D39 | 1128 Pico Street. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 8 | 13 | 104 | |
| 47 | D40 | Across from Jack In Box Rest. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 10 | 12 | 120 | |
| 48 | D41 | Across from Jack In Box Rest. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 3 | 31 | 93 | |
| 49 | D42 | Across from Jack In Box Rest. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 8 | 34 | 272 | |
| 50 | D43 | Across from Jack In Box Rest. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 4 | 10 | 40 | |
| 51 | D44 | Jack In the Box Restaurant. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 6 | 33 | 198 | |
| 52 | D45 | Jack In the Box Restaurant. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 8 | 15 | 120 | |
| 53 | D46 | Jack In the Box Restaurant. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 3 | 23 | 69 | |
| 54 | D47 | Jack In the Box Restaurant. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 7 | 35 | |
| 55 | D48 | Jack In the Box Restaurant. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 6 | 69 | 414 | |
| 56 | D49 | Westerly drive app. Park. Lot No. 3 | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 27 | 135 | |
| 57 | D50 | Westerly drive app. Park. Lot No. 3 | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 7 | 7 | 49 | |
| 58 | D51 | Across from 1128 Pico Street. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 3 | 16 | 48 | |
| 59 | D52 | Across from 1128 Pico Street. | Pico Street | West of Maclay Ave., N/side. | Maclay Ave. | S.F. Mission Blvd. | 4 | 15 | 60 | |
| 60 | D53 | Across from 1128 Pico Street. | Pico Street | West of Maclay Ave., Center | Maclay Ave. | S.F. Mission Blvd. | 5 | 7 | 35 | |
| 61 | D54 | 1132 Pico Street. | Pico Street | West of Maclay Ave., S/side. | Maclay Ave. | S.F. Mission Blvd. | 5 | 6 | 30 | 3,434 |
| 62 | D55 | Across from Yoshinoya Rest. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 3 | 10 | 30 | |
| 63 | D56 | Across from Yoshinoya Rest. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 3 | 10 | 30 | |
| 64 | D57 | 1212 Pico Street. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 6 | 6 | 36 | |
| 65 | D58 | 1212 Pico Street. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 3 | 12 | 36 | |
| 66 | D59 | 1212 Pico Street. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 6 | 6 | 36 | |
| 67 | D60 | 1212 Pico Street. | Pico Street | West of S.F. Mission Blvd., Center. | S.F. Mission Blvd. | Kalisher Street | 15 | 15 | 225 | |
| 68 | D61 | 1212 Pico Street. | Pico Street | West of S.F. Mission Blvd., Center. | S.F. Mission Blvd. | Kalisher Street | 5 | 9 | 45 | |
| 69 | D62 | 1242 Pico Street. | Pico Street | West of S.F. Mission Blvd., Center. | S.F. Mission Blvd. | Kalisher Street | 8 | 12 | 96 | |
| 70 | D63 | 1238 Pico Street. | Pico Street | West of S.F. Mission Blvd., Center. | S.F. Mission Blvd. | Kalisher Street | 10 | 58 | 580 | |
| 71 | D64 | 1242 Pico Street. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 3 | 22 | 66 | |
| 72 | D65 | 1238 Pico Street. | Pico Street | West of S.F. Mission Blvd., N/side. | S.F. Mission Blvd. | Kalisher Street | 6 | 7 | 42 | |
| 73 | D66 | 1242 Pico Street. | Pico Street | West of S.F. Mission Blvd., Center. | S.F. Mission Blvd. | Kalisher Street | 10 | 48 | 480 | |
| 74 | D67 | 1242 Pico Street. | Pico Street | West of S.F. Mission Blvd., S/side. | S.F. Mission Blvd. | Kalisher Street | 6 | 10 | 60 | |
| 75 | D68 | 1242 Pico Street. | Pico Street | West of S.F. Mission Blvd., N/side. | S.F. Mission Blvd. | Kalisher Street | 3 | 10 | 30 | |
| 76 | D71 | 1242 Pico Street. | Pico Street | West of S.F. Mission Blvd., N/side. | S.F. Mission Blvd. | Kalisher Street | 3 | 12 | 36 | 1,828 |
| 77 | D69 | West of W/X-gutter at Kalisher St. | Pico Street | West of Kalisher St., Center. | Kalisher Street | Workman Street | 10 | 15 | 150 | 150 |
| Total: | | | | | | | | | 7,843 | 7,843 |

Standard Plans

SECTION 1

Street Improvements

CONVENTIONAL SYMBOLS FOR EXISTING TOPOGRAPHY

| | | EXISTING | PROPOSED |
|-------------------------------------|-----|----------|----------|
| CURB | | | |
| CURB AND GUTTER | | | |
| GUTTER | | | |
| PAVEMENT | PCC | | |
| | AC | | |
| ACCESS RAMP | | | |
| BENCH MARK | | | |
| BUILDING | | | |
| DEAD MAN | | | |
| DRIVEWAY | | | |
| FENCE & GATE | | | |
| FIRE HYDRANT | | | |
| GUARDRAIL | | | |
| GUY POLE | | | |
| MANHOLE | | | |
| PIPE | | | |
| PROPERTY LINE | | | |
| RAILROAD | | | |
| RETAINING WALL | | | |
| RETAINING WALL WITH FENCE ON TOP | | | |
| RR XING PROTECTION | | | |
| SHRUB | | | |
| SIDEWALK | | | |
| SIGN (1 POST) | | | |
| SIGN (2 POST) | | | |

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1993, 2011

TOPOGRAPHY SYMBOLS AND STANDARD ABBREVIATIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

100-2

SHEET 1 OF 4

EXISTING

PROPOSED

SIGNAL CONTROL BOX



SIGNAL

FLASHING



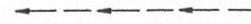
TRAFFIC



LOOP



SMALL STREAM
OR DITCH



SPRINKLER HEAD



STREET LIGHT



TREE

PALM



OAK



OTHER



UTILITY POLE



VALVE

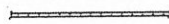


VAULT

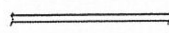


WALL

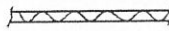
BRICK (BLOCK)



CONCRETE



STONE



WELL



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

TOPOGRAPHY SYMBOLS
AND STANDARD ABBREVIATIONS

STANDARD PLAN

100-2

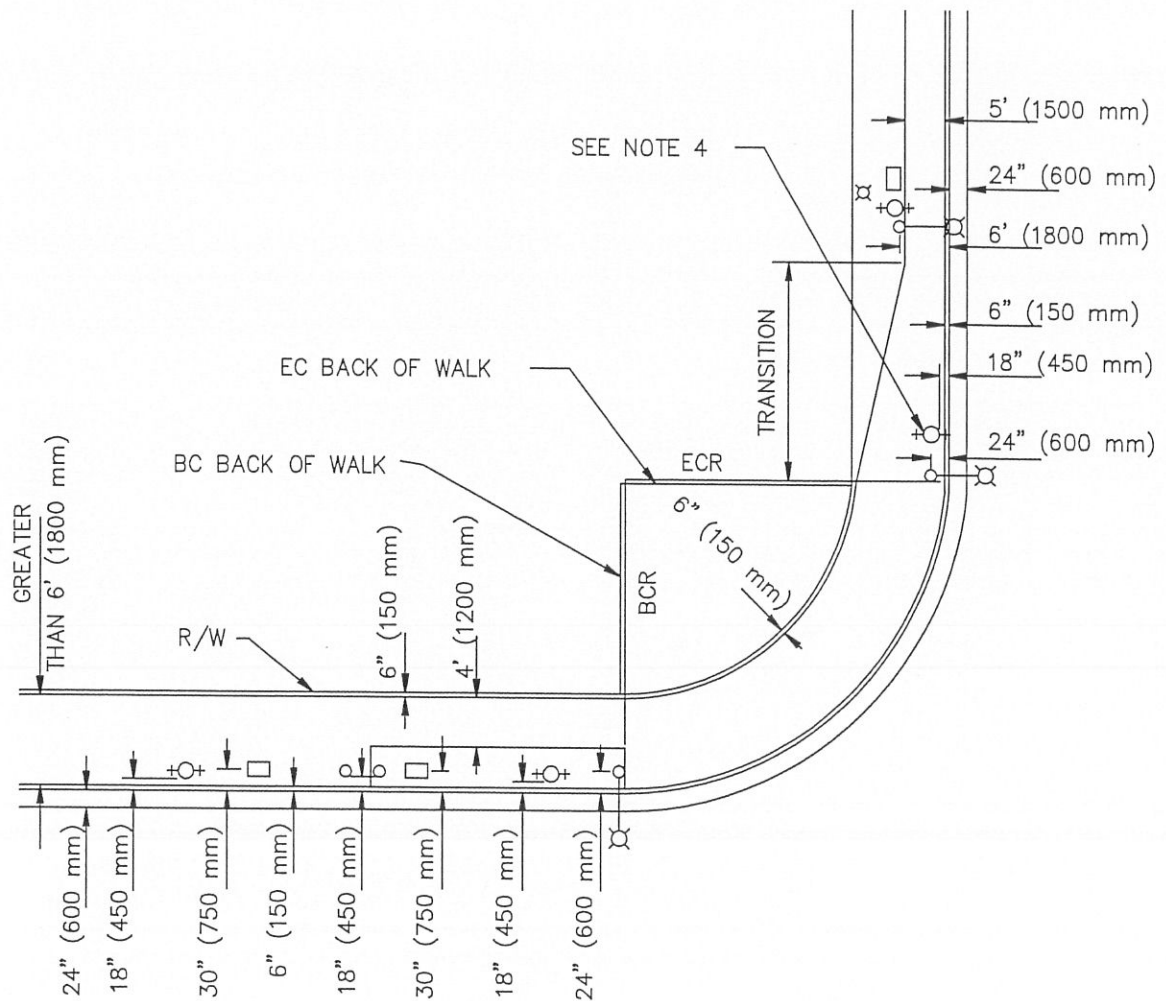
SHEET 2 OF 4

ABBREVIATIONS

| | |
|-------------|--|
| AASHTO | American Association of State Highway Transportation Officials |
| ABS | |
| AC | Asphalt Concrete |
| APPROX | Approximately |
| AS | All Sides |
| ASTM | American Society for Testing Materials |
| ASS'Y | Assembly |
| BC | Beginning of Curve |
| BCR | Beginning of Curb Return |
| CB | Catch Basin |
| C'BORE | Centerbore |
| CIP | Cast Iron Pipe |
| CF | Curb Face |
| CL | Centerline |
| CMB | Crushed Miscellaneous Base |
| CONST | Construct, Construction |
| CONC | Concrete |
| CSP | Corrugated Steel Pipe |
| CU | Copper |
| D | Designation for RCP Load Rating |
| DIA | Diameter |
| EC | End of Curve |
| ECR | End of Curb Return |
| EF | Each Face |
| EL | Elevation |
| EXIST, EXST | Existing |
| EXP JT | Expansion Joint |
| f'c | Designation for Compressive Strength of Concrete |
| FG | Finished Ground |
| FL | Flowline |
| GP | Ground Profile |
| GALV | Galvanized |
| HEX | Hexagonal |
| ID | Inner Diameter |
| MAX | Maximum |
| MIN | Minimum |
| MH | Manhole |
| NC | National Coarse Thread Series |
| NO. | Number |
| NPT | (National Pipe Thread?) |
| OC | On Center |
| OD | Outer Diameter |
| OG | Original Ground |

ABBREVIATIONS (CONTINUED)

| | |
|--------|---|
| PCC | Portland Cement Concrete |
| PE | Polyethylene |
| PRCB | Precast Reinforced Concrete Box |
| PT | Point |
| PVMT | Pavement |
| R | Radius |
| RC | Reinforced Concrete |
| RCB | Reinforced Concrete Box |
| RCP | Reinforced Concrete Pipe |
| REINF | Reinforced |
| RR | Railroad |
| R/W | Right of Way |
| SPPWC | Standard Plans for Public Works Construction |
| SSPWC | Standard Specifications for Public Works Construction |
| STD | Standard |
| STL | Steel |
| STR GR | Straight Grade |
| T&G | Tongue and Groove |
| TRANS | Transverse |
| TYP | Typical |
| VCP | Vitrified Clay Pipe |
| W/ | With |
| WPJ | Weakened Plane Joint |
| XING | Crossing |



LEGEND

- ⊕ FIRE HYDRANT (SEE NOTE 4)
- VENTS AND POLES
- ⊗ STREET LIGHTS
- PEDESTAL

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

ABOVE-GROUND UTILITIES LOCATION IN PARKWAY

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

101-2

SHEET 1 OF 2

NOTES:

1. NO ABOVE-GROUND UTILITIES ARE ALLOWED IN CONCRETE SIDEWALKS LESS THAN 6' (1800 mm) WIDE.
2. WHEN SIDEWALK IS 6' (1800 mm) WIDE OR MORE, ABOVE-GROUND UTILITIES ARE ALLOWED AT LOCATIONS NOTED ON PLAN.
3. IN THE RETURN AND SIDEWALK TRANSITION AREAS, ONLY UTILITIES CONSISTING OF STREET LIGHTS, TRAFFIC SIGNALS AND FIRE HYDRANTS ARE ALLOWED.
4. FIRE HYDRANTS SHALL NOT BE PLACED AT THE SAME CURB RETURN OCCUPIED BY A STREET LIGHT.
5. PEDESTALS SHALL BE PLACED AT INCONSPICUOUS LOCATIONS.
6. IN THE ABSENCE OF CURBS, THE FACE OF ALL ABOVE-GROUND STRUCTURES SHALL BE LOCATED A MINIMUM OF 10' (3000 mm) AWAY FROM THE TRAVELED WAY ON ALL RURAL HIGHWAYS AND 6' (1800 mm) ON RESIDENTIAL STREETS.

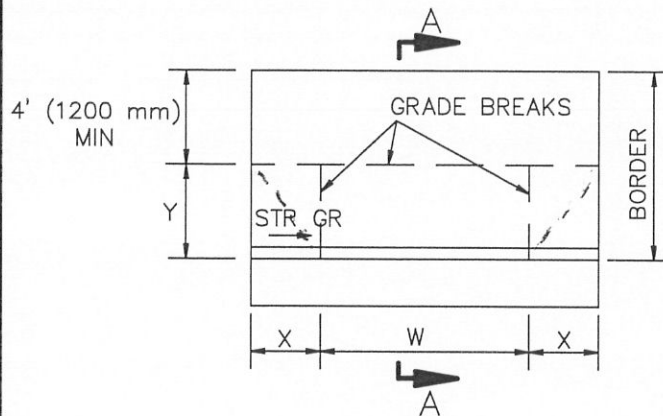
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**ABOVE-GROUND UTILITIES
LOCATION IN PARKWAY**

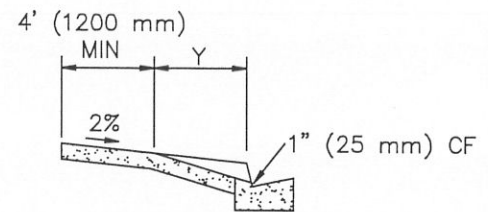
STANDARD PLAN

101-2

SHEET 2 OF 2

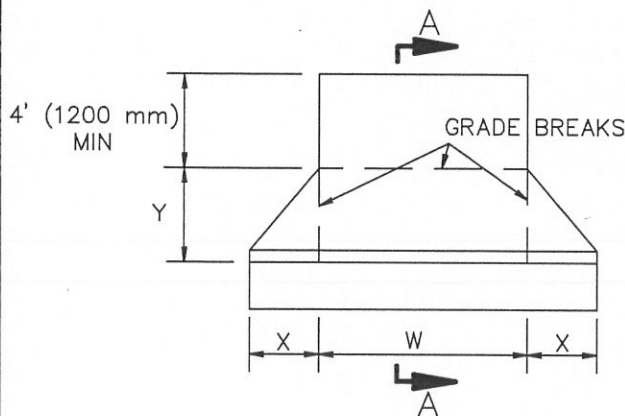


TYPE A

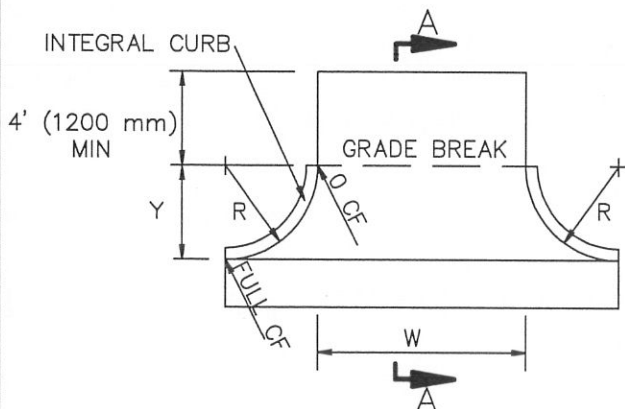


SECTION A-A

| CURB FACE, inches (mm) | X, inches (mm) | Y, inches (mm) |
|------------------------|----------------|----------------|
| 6" (150) or less | 3'-0" (900) | 4'-0" (1200) |
| 7" (175) | 3'-6" (1050) | 4'-9" (1425) |
| 8" (200) | 4'-0" (1200) | 5'-8" (1700) |
| 9" (225) | 4'-6" (1350) | 6'-6" (1950) |
| 10" (250) | 5'-0" (1500) | 7'-3" (2175) |
| 11" (275) | 5'-6" (1650) | 8'-0" (2400) |
| 12" (300) or more | 6'-0" (1800) | 8'-9" (2625) |



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

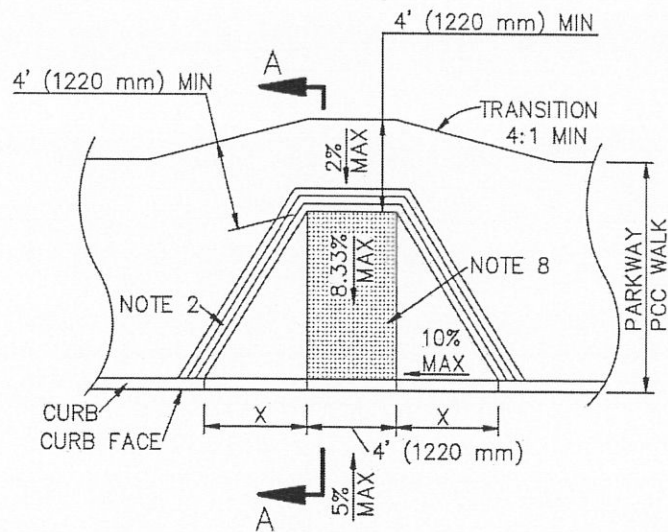
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

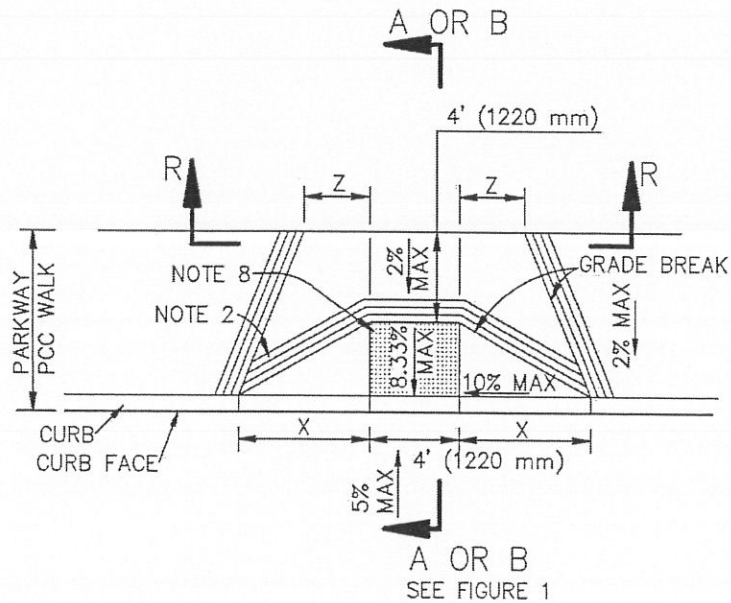
STANDARD PLAN

110-2

SHEET 1 OF 1



TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1992
REV. 1996, 2000, 2005, 2009,
2013

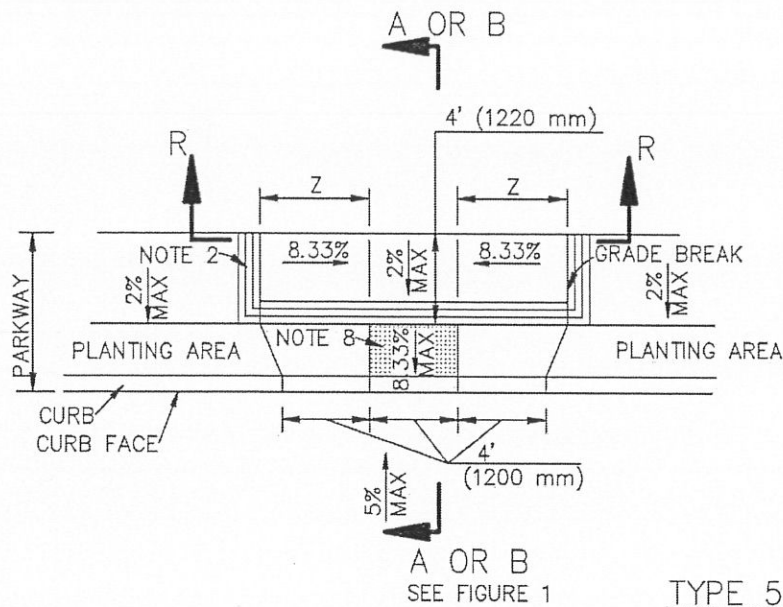
CURB RAMP

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

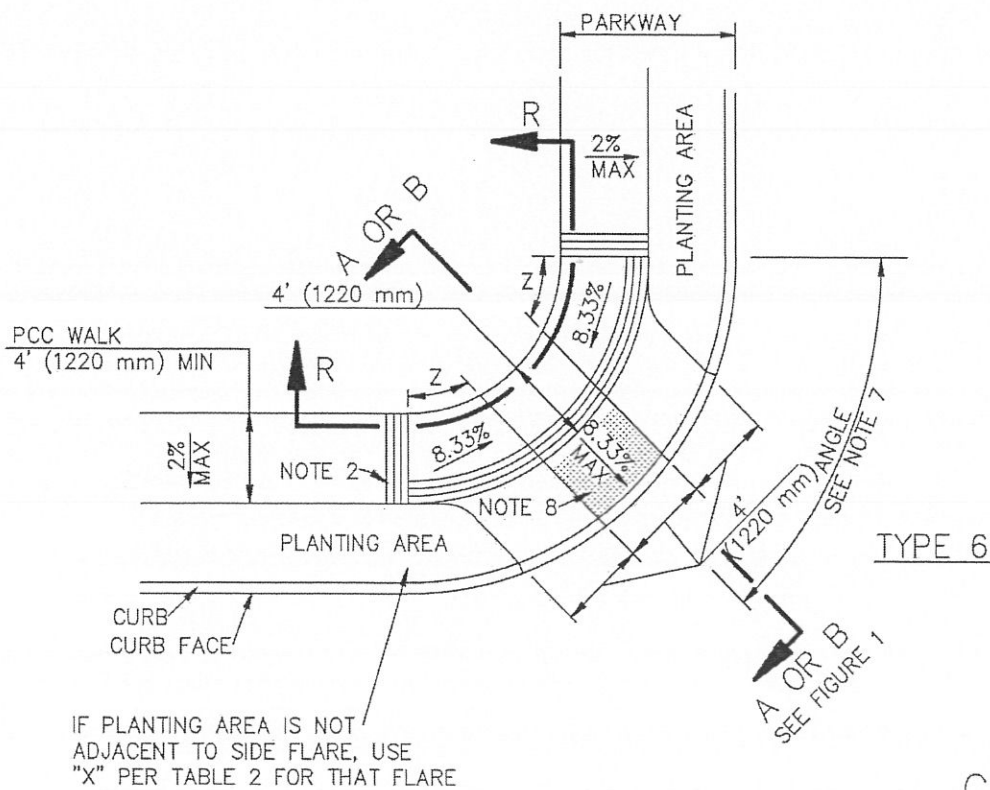
STANDARD PLAN

111-5

SHEET 1 OF 10



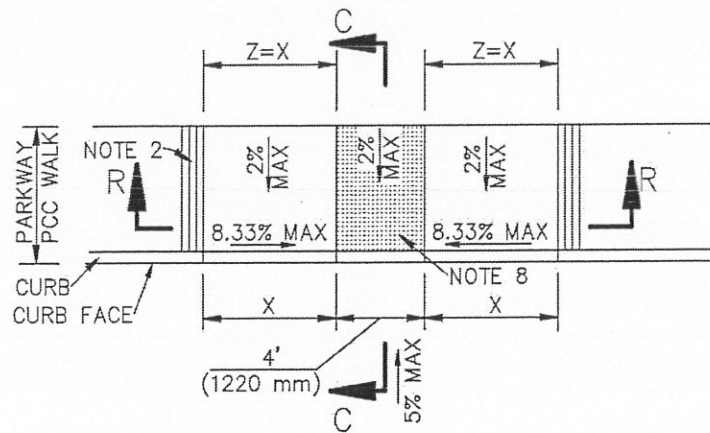
TYPE 5



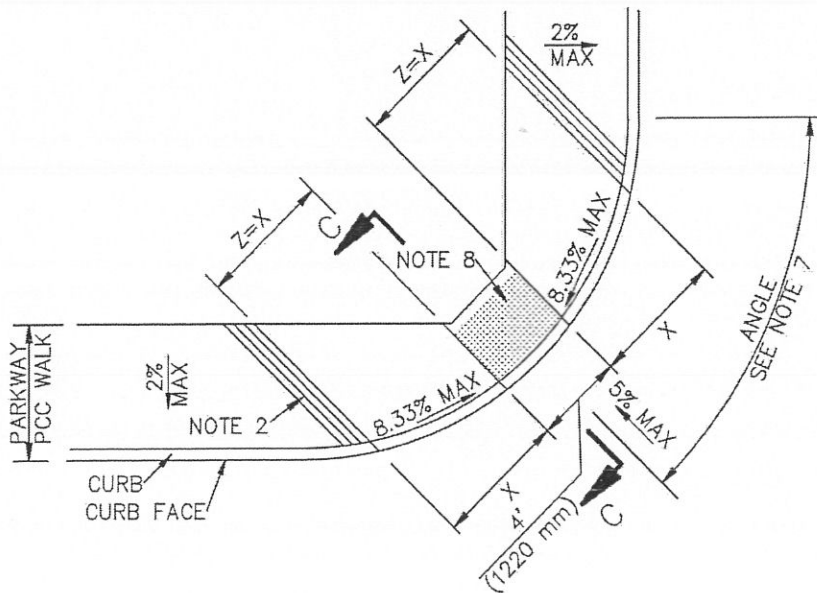
TYPE 6

CASE A

IF PLANTING AREA IS NOT
ADJACENT TO SIDE FLARE, USE
"X" PER TABLE 2 FOR THAT FLARE



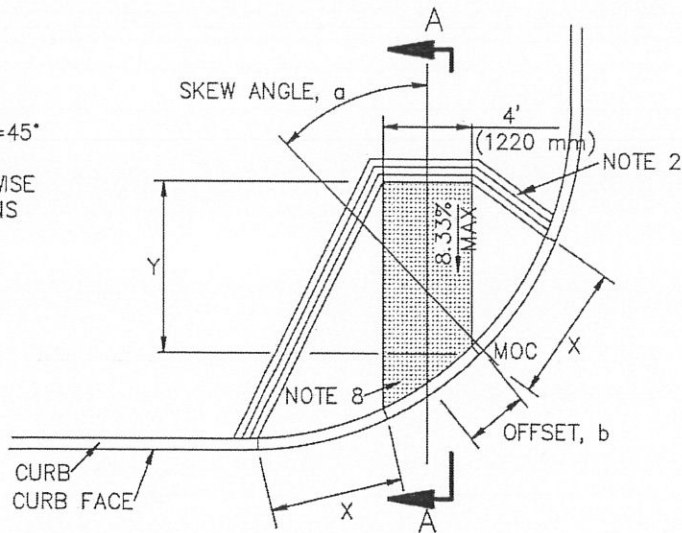
TYPE 1



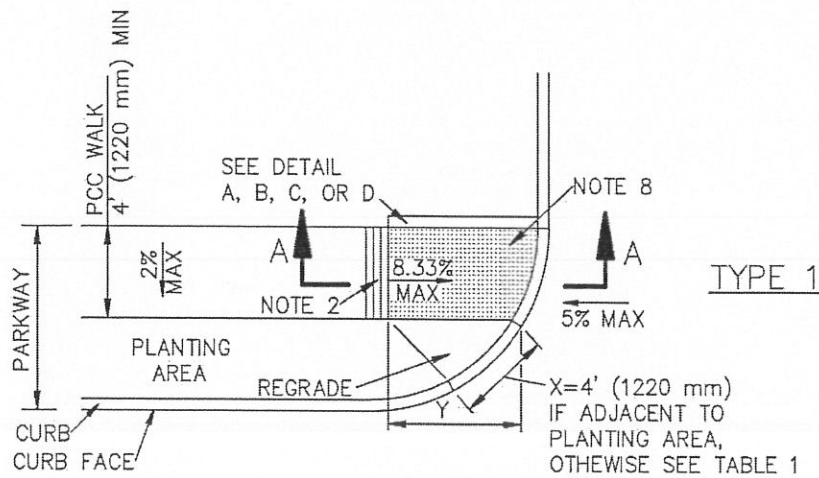
TYPE 2

CASE B

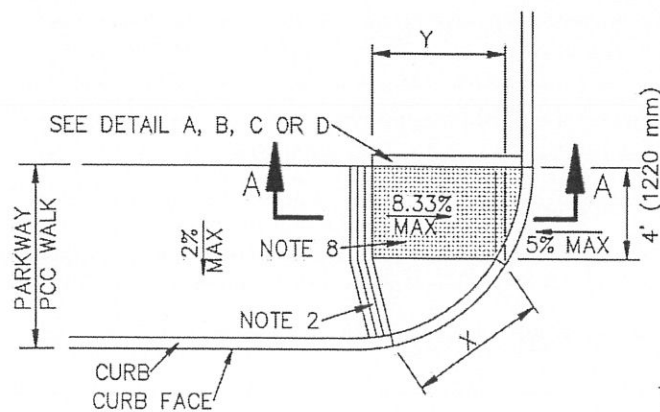
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C

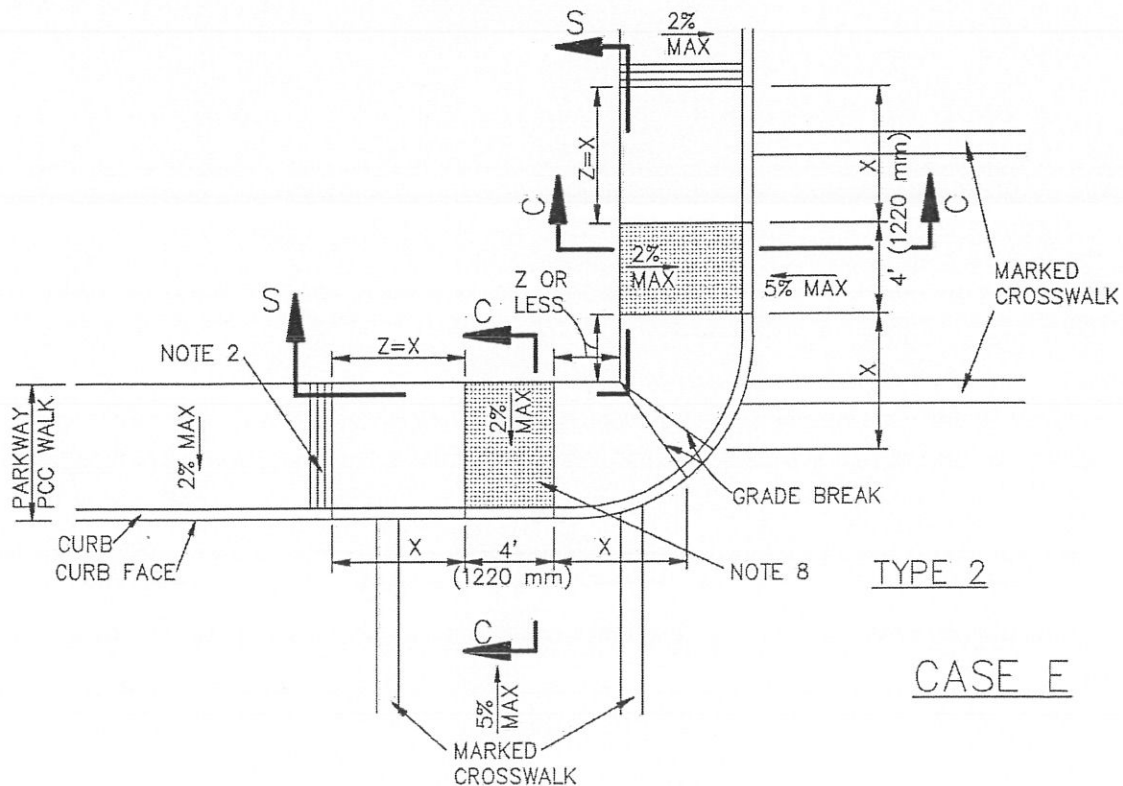
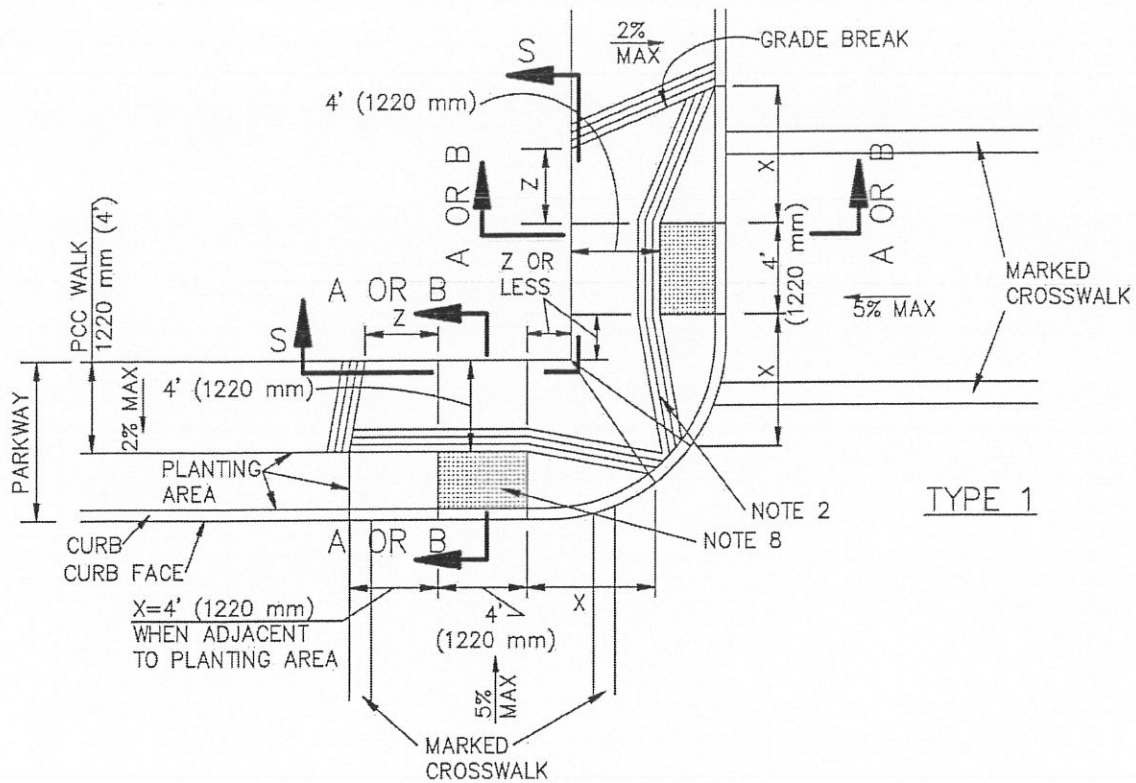


TYPE 1



TYPE 2

CASE D



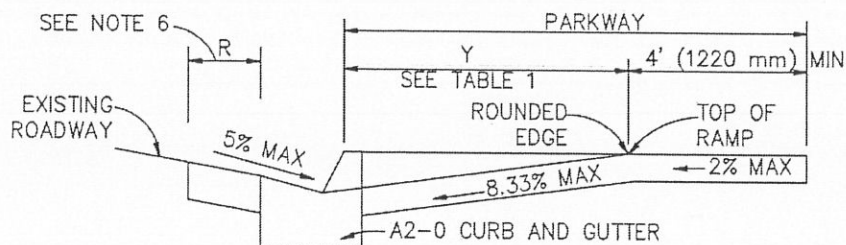
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

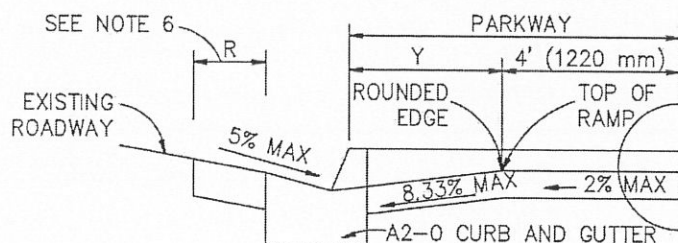
STANDARD PLAN

111-5

SHEET 6 OF 10



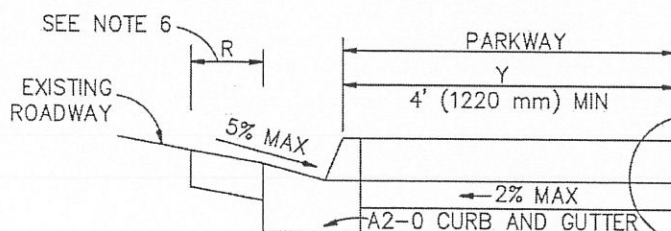
SECTION A-A



SECTION B-B

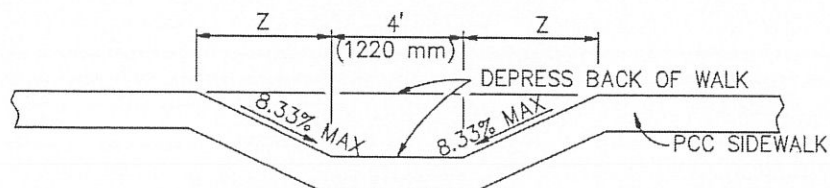
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.

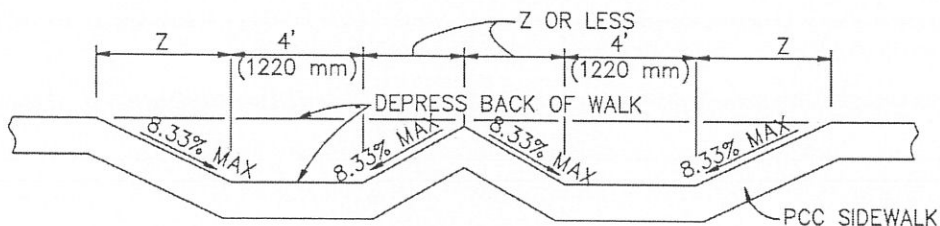


SECTION C-C

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.



SECTION R-R



SECTION S-S

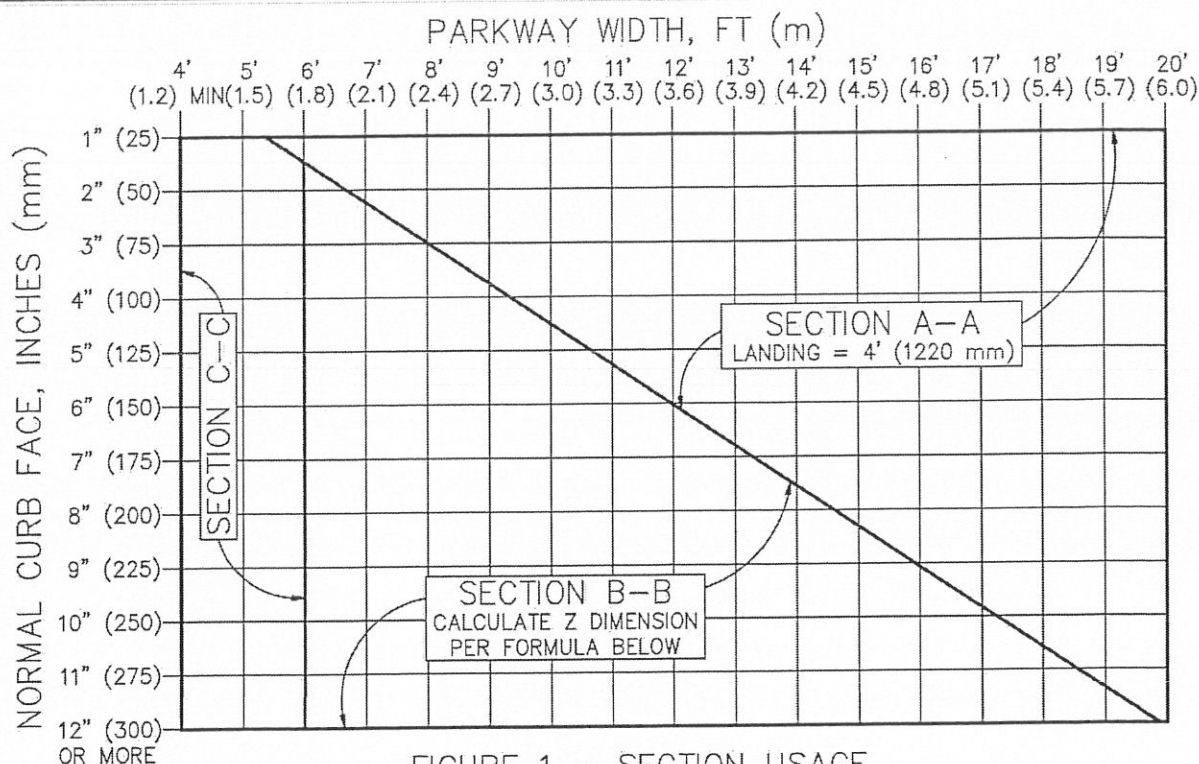


FIGURE 1 - SECTION USAGE

| NORMAL CURB FACE, INCHES (mm) | X, FT (mm) | SECTION Y-Y Y, FT (mm) |
|-------------------------------|------------------|---------------------------|
| 2" (50) | 4.00' (1220) MIN | 2.63' (790) |
| 3" (75) | 4.00' (1220) MIN | 3.95' (1185) |
| 4" (100) | 4.00' (1220) MIN | 5.26' (1580) |
| 5" (125) | 4.17' (1275) | 6.58' (1975) |
| 6" (150) | 5.00' (1525) | 7.90' (2370) |
| 7" (175) | 5.83' (1775) | 9.21' (2765) |
| 8" (200) | 6.67' (2035) | 10.53' (3160) |
| 9" (225) | 7.50' (2285) | 11.84' (3555) |
| 10" (250) | 8.33' (2540) | 13.16' (3950) |
| 11" (275) | 9.17' (2795) | 14.47' (4340) |
| 12" (300) | 10.00' (3050) | 15.79' (4735) |

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$

$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$

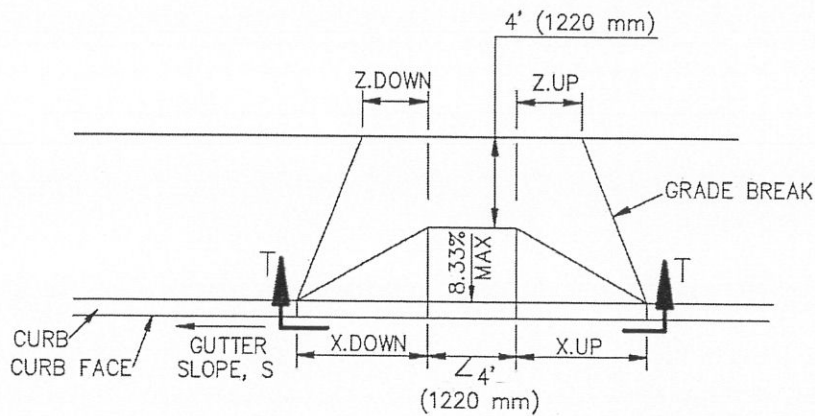
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

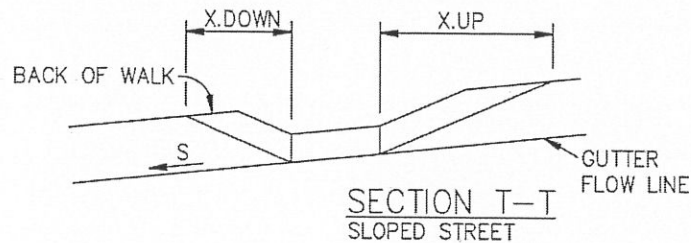
STANDARD PLAN

111-5

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

| S | K.DOWN | K.UP |
|------|--------|-------|
| 0% | 1.000 | 1.000 |
| 0.2% | 0.977 | 1.025 |
| 0.5% | 0.943 | 1.064 |
| 1% | 0.893 | 1.136 |
| 2% | 0.806 | 1.316 |
| 3% | 0.735 | 1.563 |
| 4% | 0.676 | 1.923 |
| 5% | 0.625 | 2.500 |

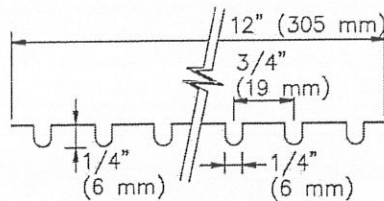
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

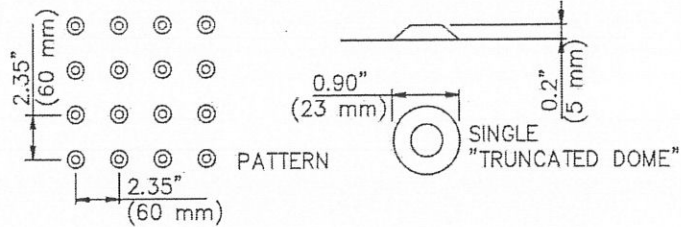
$$K.DOWN = 8.333\% / (8.333\% + S)$$

$$K.UP = 8.333\% / (8.333\% - S)$$

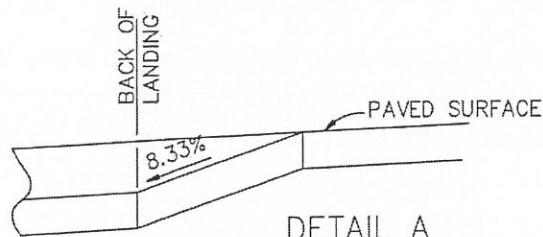
STREET SLOPE ADJUSTMENTS



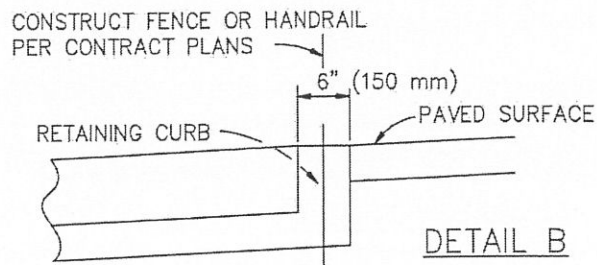
GROOVING DETAIL



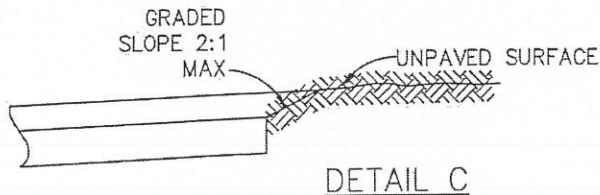
DETECTABLE WARNING DETAIL



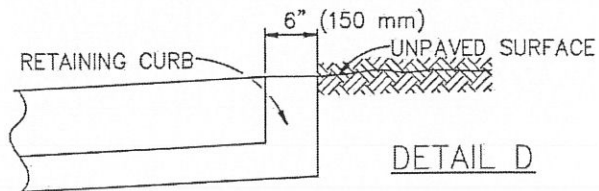
DETAIL A



DETAIL B



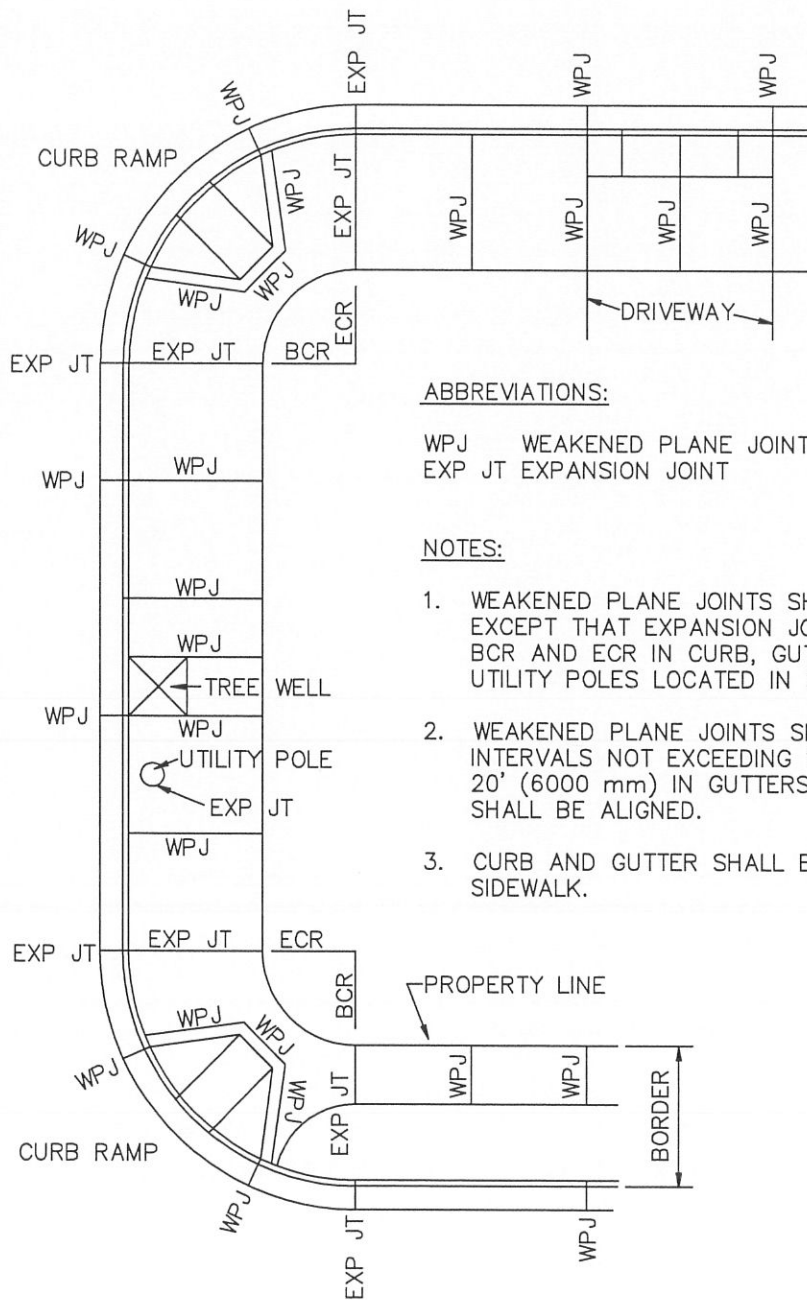
DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. $R = 3'$ (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. $ANGLE = \Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
 EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

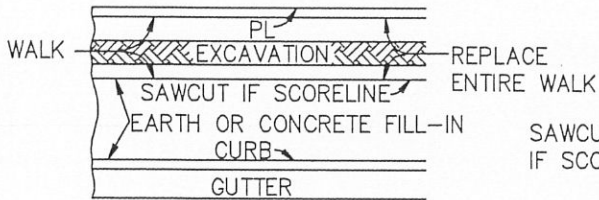
112-2

SHEET 1 OF 1

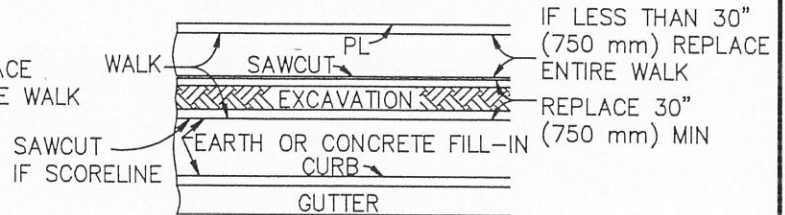
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

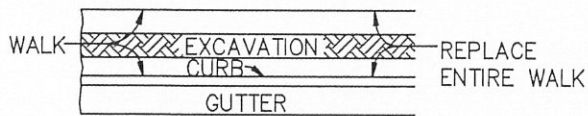


WALK 5' (1500 mm) WIDE OR MORE

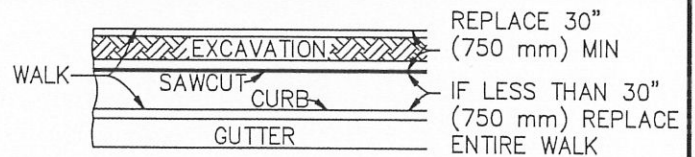


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

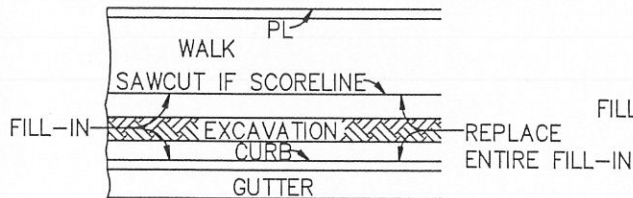


WALK 5' (1500 mm) WIDE OR MORE

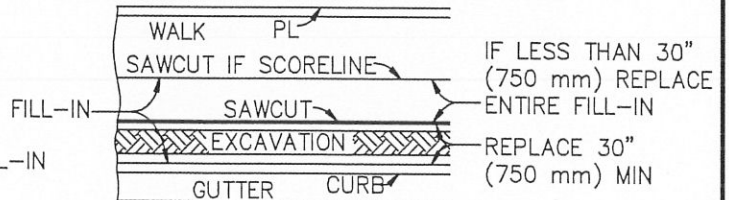


FILL-IN REPLACEMENT

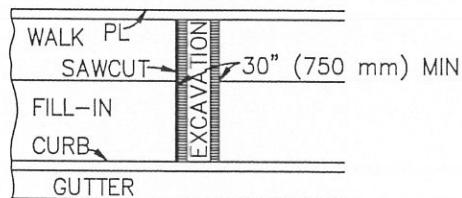
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

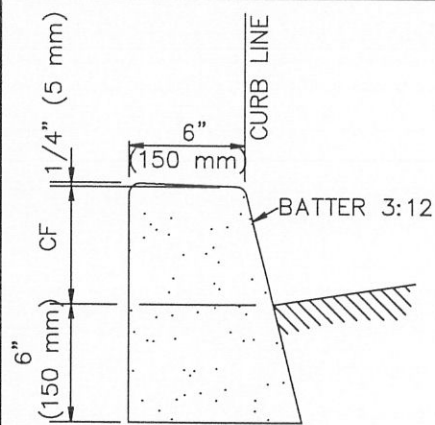
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

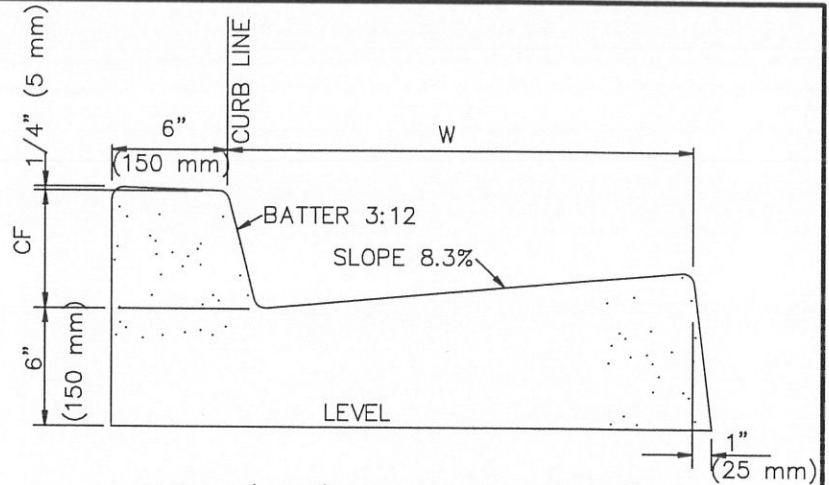
STANDARD PLAN

113-2

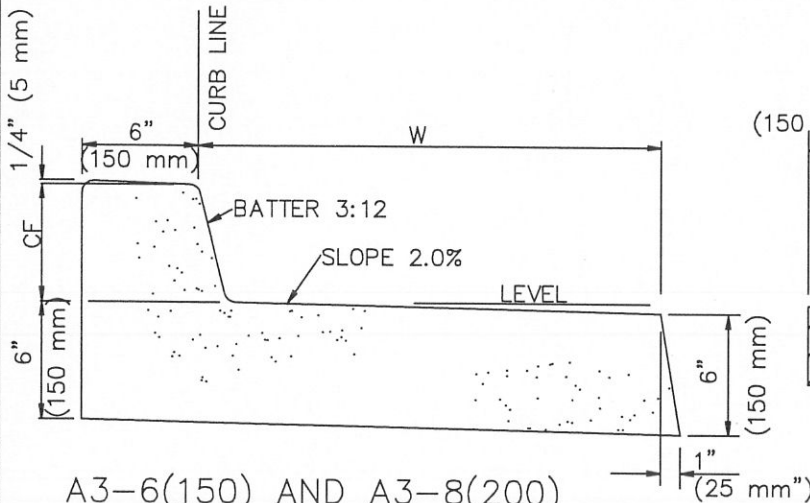
SHEET 2 OF 2



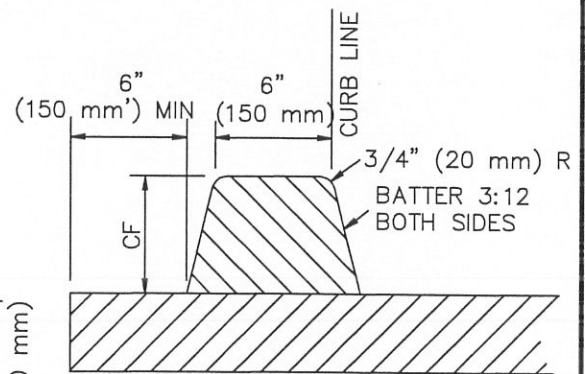
A1-6(150) AND
A1-8(200)



A2-6(150) AND A2-8(200)



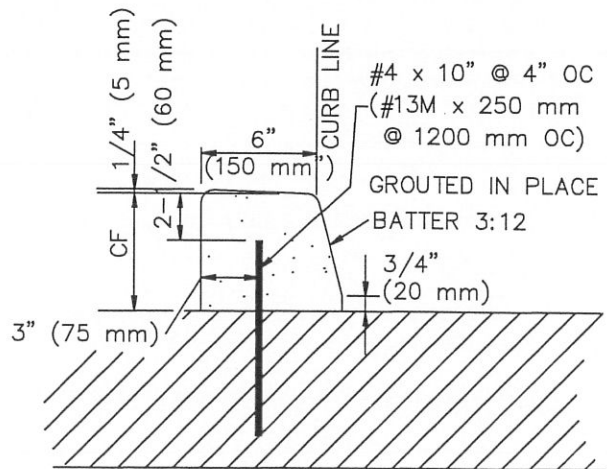
A3-6(150) AND A3-8(200)



D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

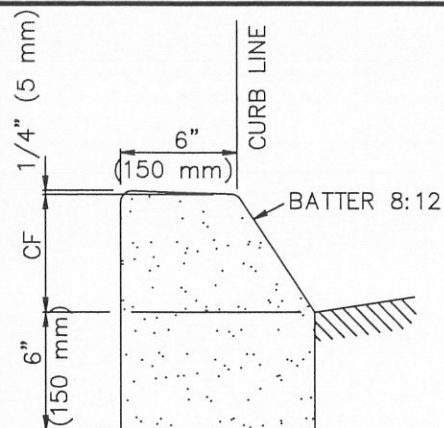
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

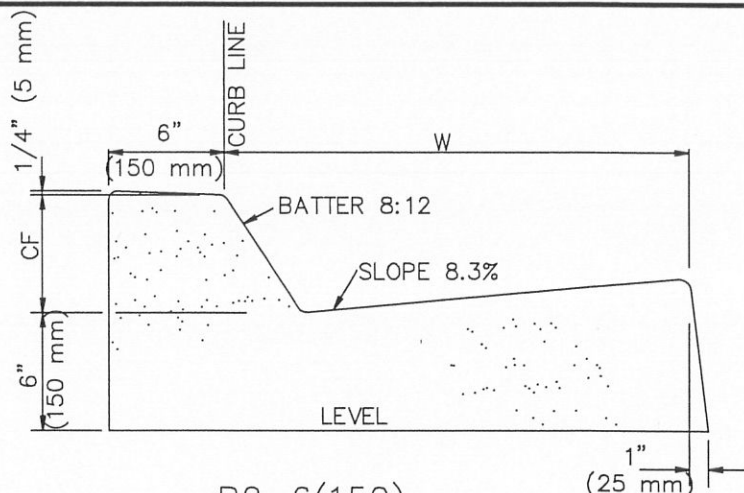
STANDARD PLAN

120-2

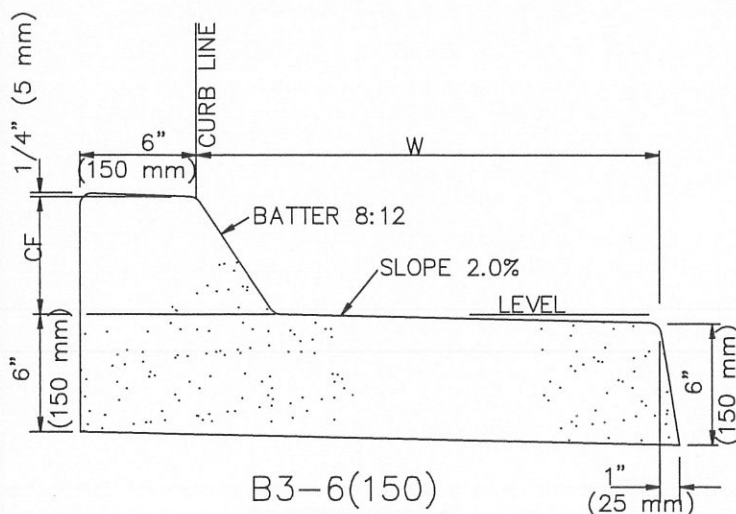
SHEET 1 OF 1



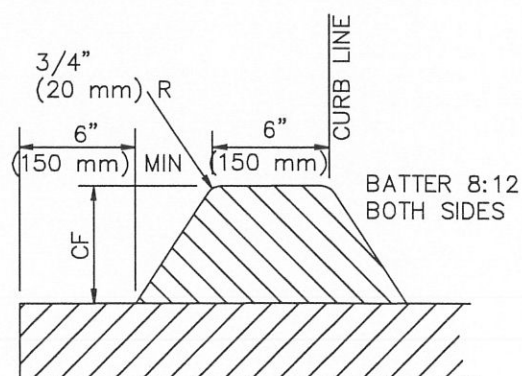
B1-6(150)



B2-6(150)



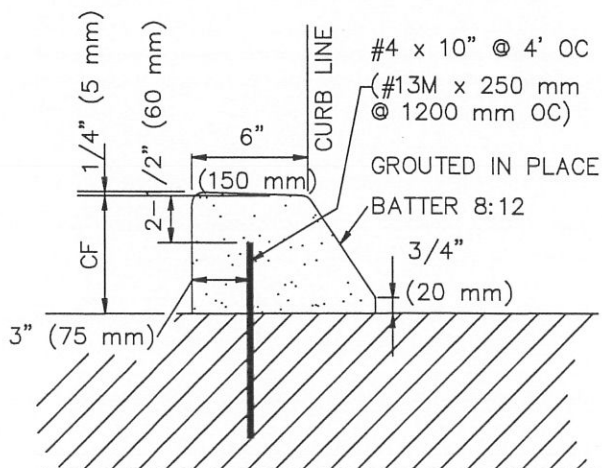
B3-6(150)



D2-6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2-6(150)

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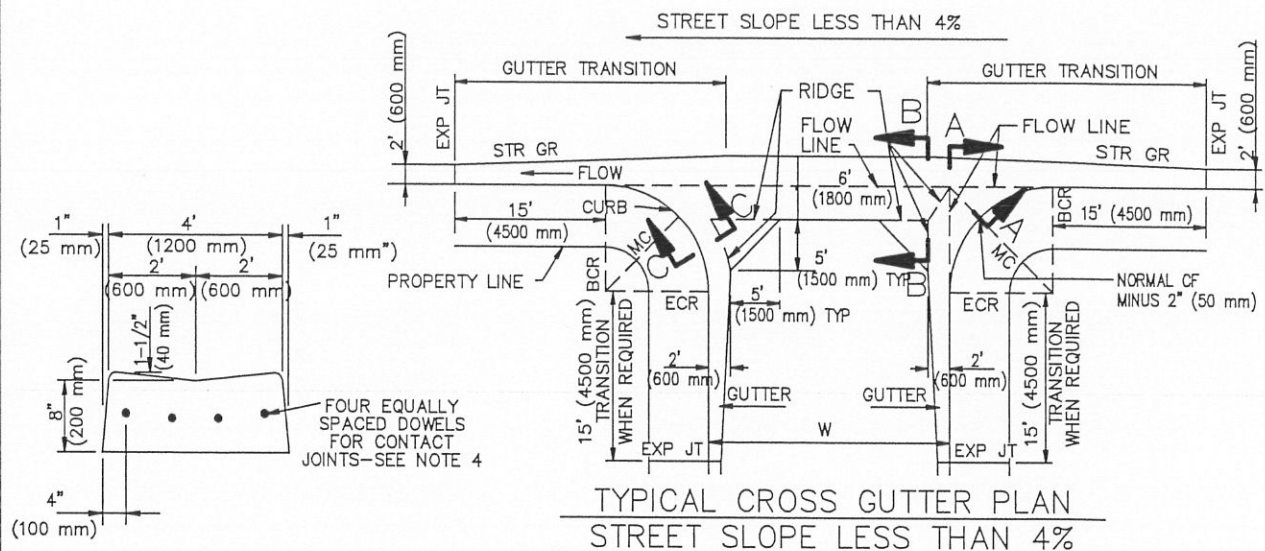
CURB AND GUTTER—MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

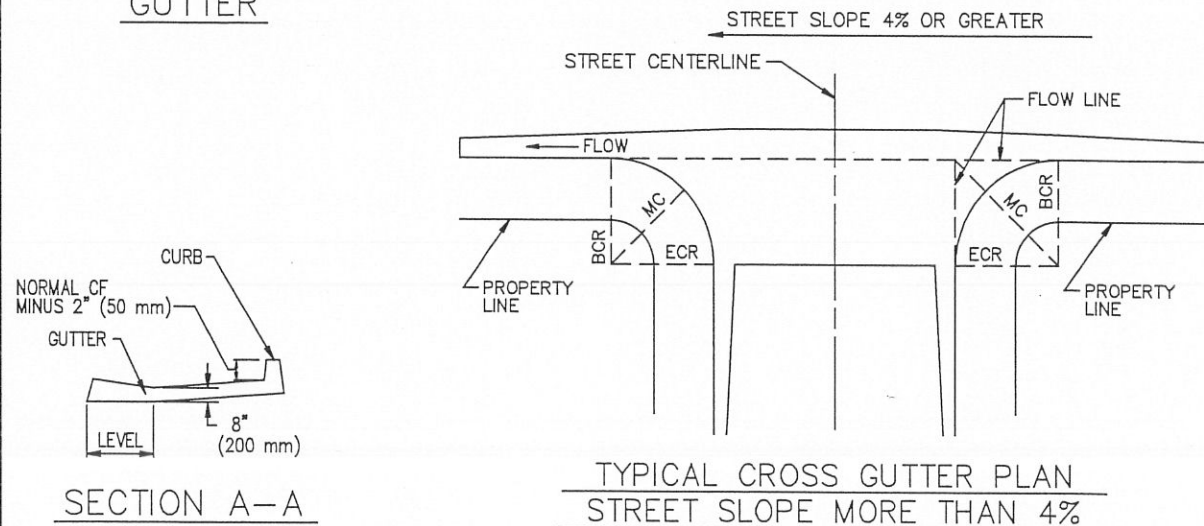
STANDARD PLAN

121-2

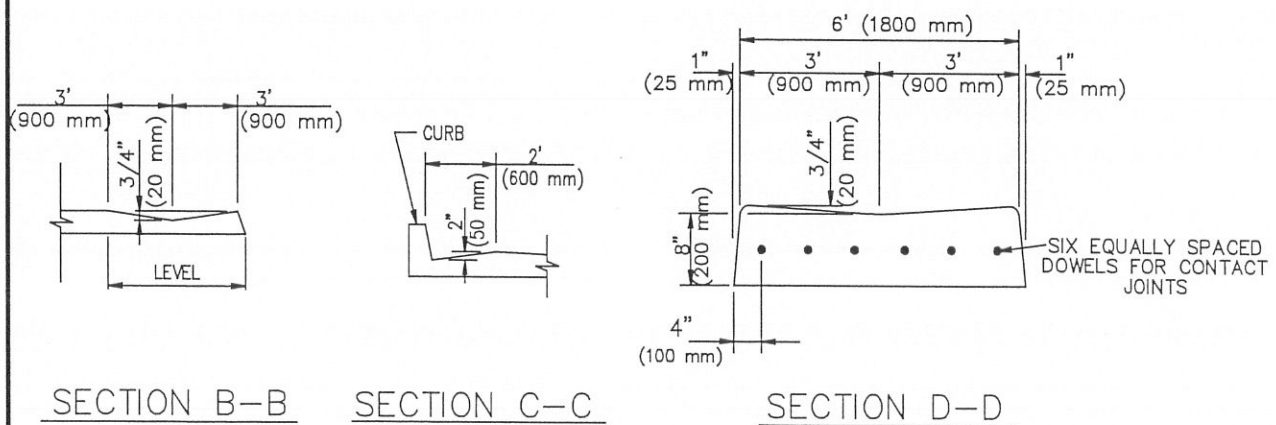
SHEET 1 OF 1



LONGITUDINAL
GUTTER



SECTION A-A



SECTION B-B

SECTION C-C

SECTION D-D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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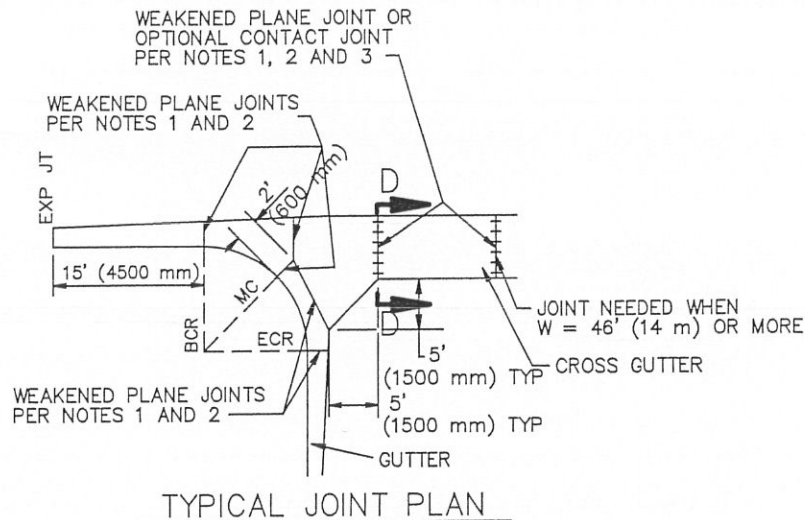
CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

122-2

SHEET 1 OF 2



NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

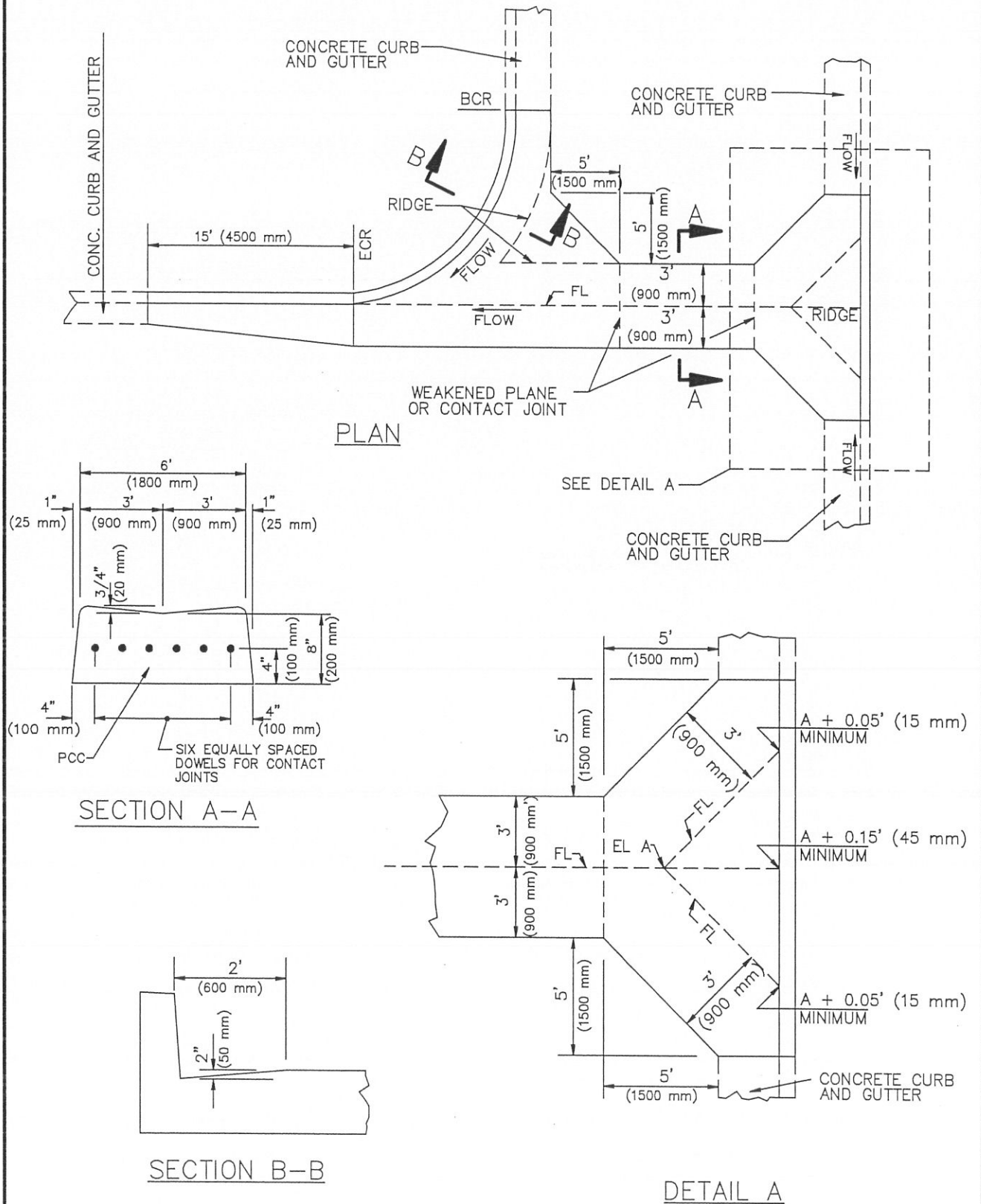
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN

122-2

SHEET 2 OF 2



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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**CROSS GUTTER AT
T INTERSECTIONS**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

123-2

SHEET 1 OF 2

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

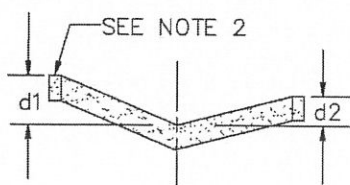
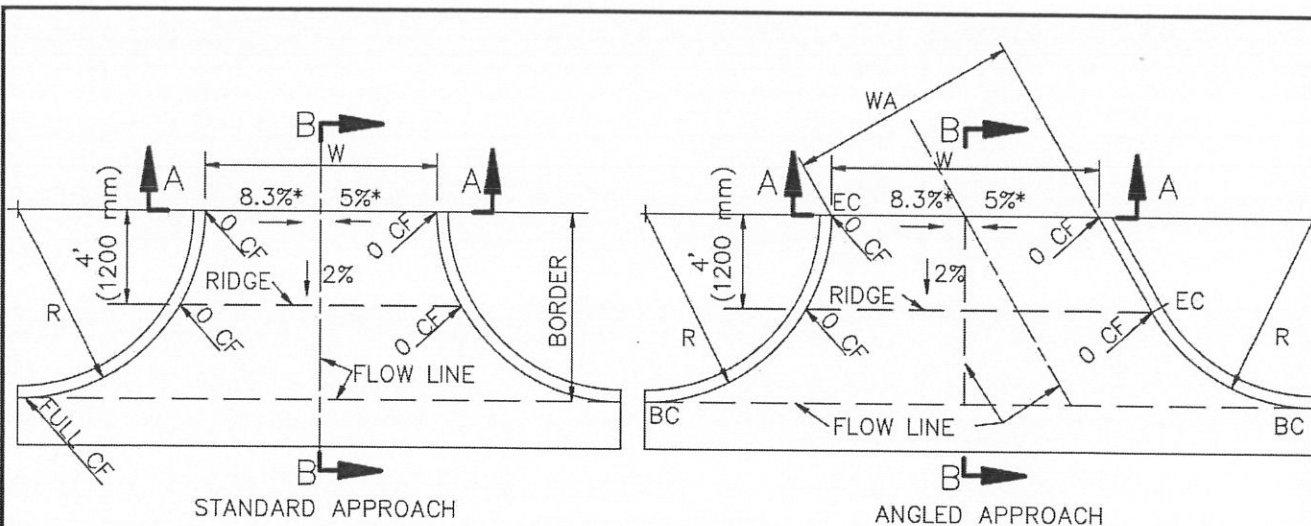
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS GUTTER AT
T INTERSECTIONS

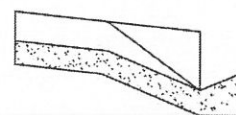
STANDARD PLAN

123-2

SHEET 2 OF 2



SECTION
A-A



SECTION
B-B

| | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|
| W, ft | 8' | 10' | 15' | 20' | 25' | 30' |
| W, mm | (2400mm) | (3000mm) | (4500mm) | (6000mm) | (7500mm) | (9000mm) |
| d1, ft | 0.33' | 0.42' | 0.63' | 0.83' | 1.04' | 1.25' |
| MAX | (100 mm) | (125 mm) | (188 mm) | (250 mm) | (313 mm) | (375 mm) |
| d2, ft | 0.17' | 0.25' | 0.25' | 0.25' | 0.25' | 0.25' |
| MIN | (50 mm) | (75 mm) | (75 mm) | (75 mm) | (75 mm) | (75 mm) |

NOTES:

1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520-C-2500 (310-C-17), 6" (150 mm) THICK. CURB SHALL BE INTEGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

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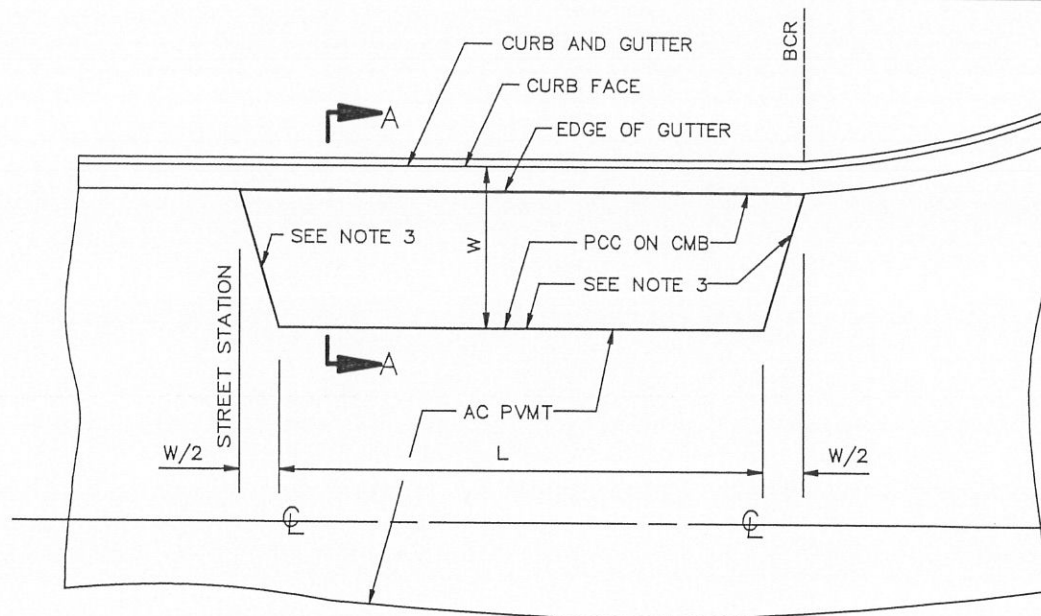
ALLEY INTERSECTION

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

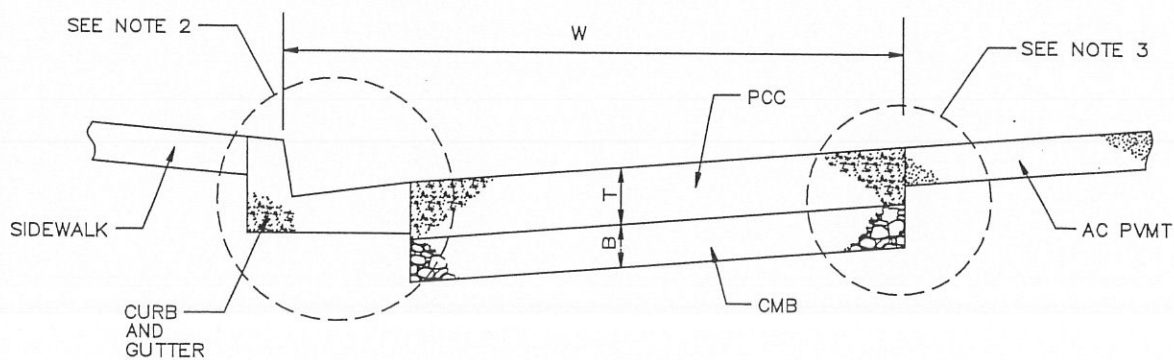
STANDARD PLAN

130-2

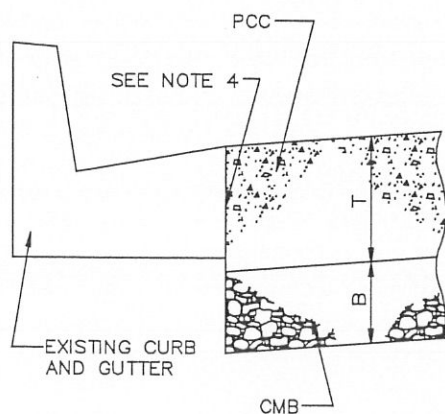
SHEET 1 OF 1



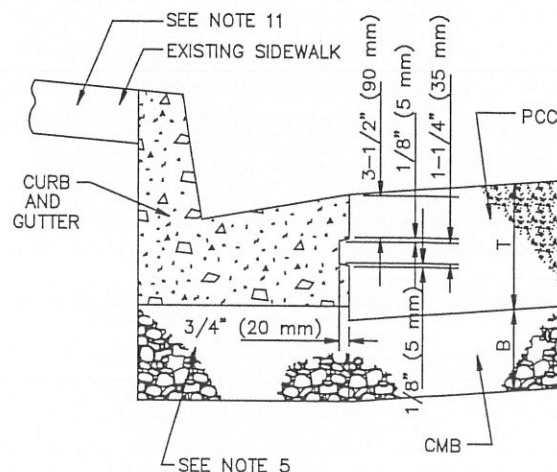
TYPICAL BUS PAD



SECTION A-A



SECTION B-B



SECTION C-C

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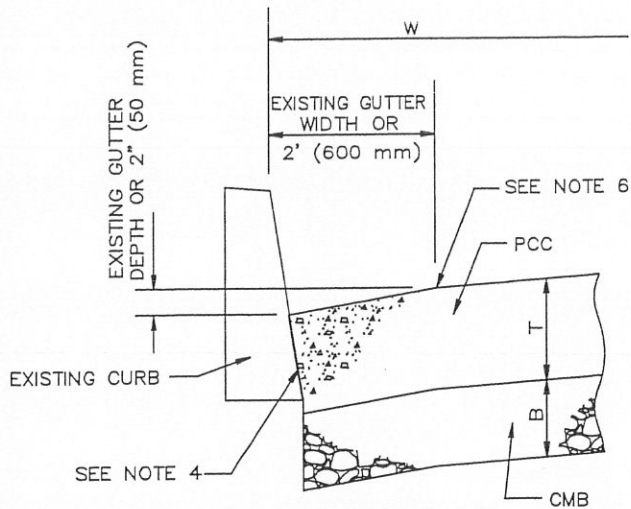
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

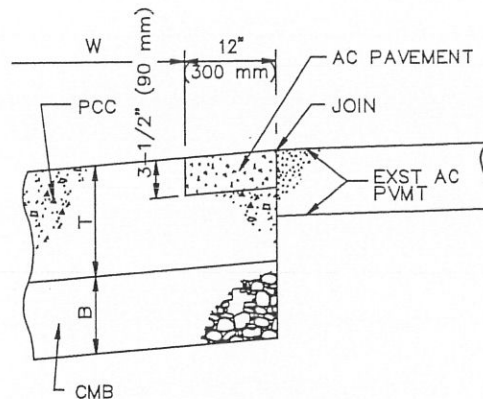
STANDARD PLAN

131-2

SHEET 1 OF 2

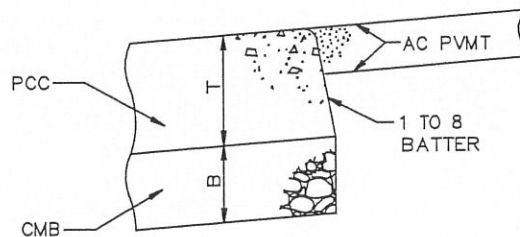


SECTION D-D



SECTION E-E

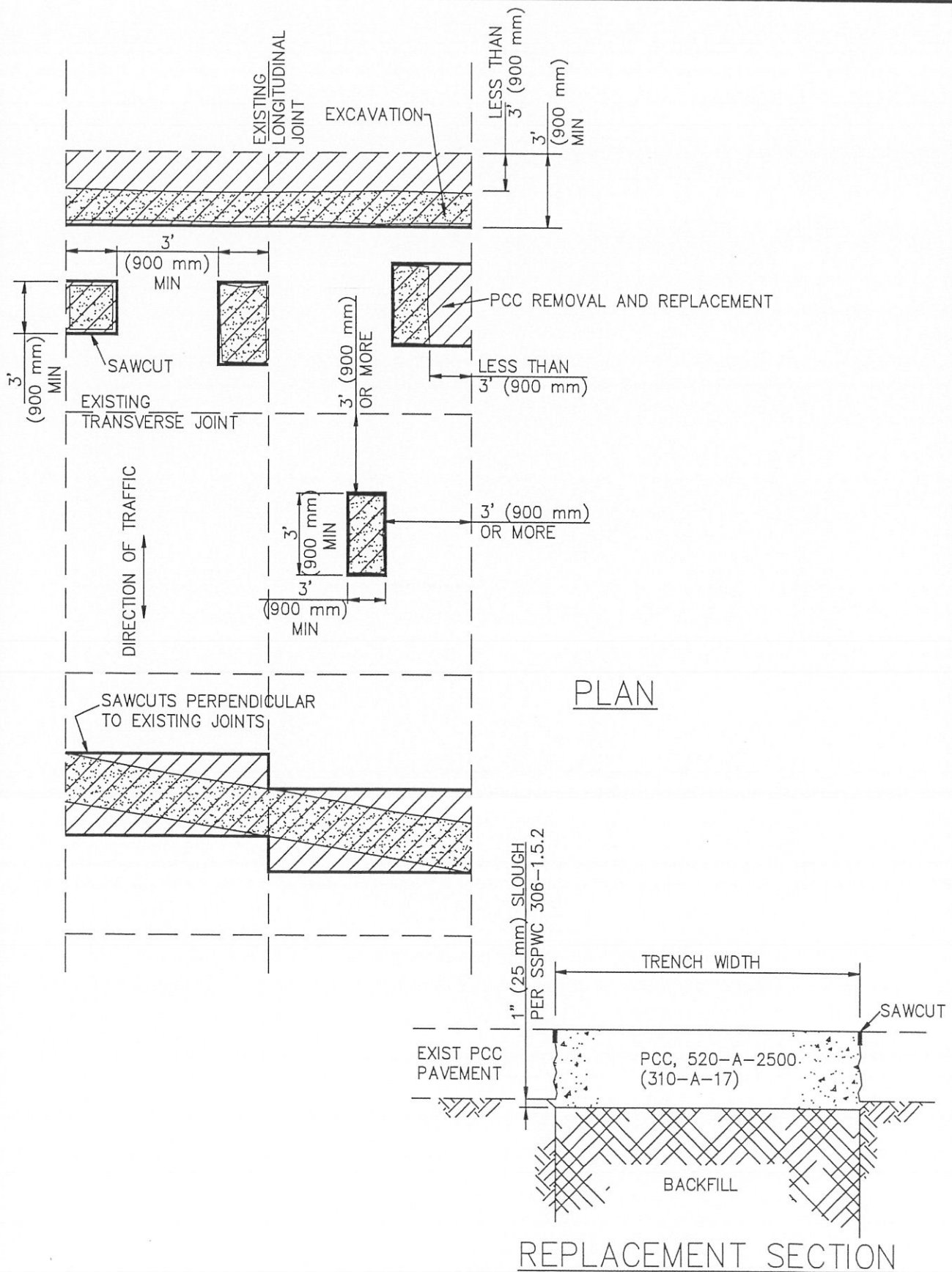
SEE NOTE 14



SECTION F-F

NOTES:

- DIMENSIONS: (UNLESS OTHERWISE SHOWN)
 $L = 85'$ (26 m) $T = 8"$ (200 mm)
 $W = 10'$ (3 m) $B = 6"$ (150 mm)
- USE SECTION B-B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
 USE SECTION C-C FOR NEW CURB AND GUTTER.
 USE SECTION D-D FOR EXISTING CURB THAT IS TO REMAIN.
- USE SECTION E-E FOR EXISTING AC PAVEMENT.
 USE SECTION F-F FOR NEW AC PAVEMENT.
- AT LOCATIONS WHERE PCC PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
- IF $B + T \geq 300$ mm (12"), CMB SHALL EXTEND UNDER NEW CURB AND GUTTER.
- CONSTRUCT LONGITUDINAL WEAKENED-PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm) IF NO ADJOINING GUTTER EXISTS.
- USE 2"x4" (50x100) HEADER TO FORM 3-1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
- ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.
- SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
- WHERE DESIGNATED BY THE ENGINEER, UNDESIRABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH CMB.
- WHERE NEW CURB AND GUTTER IS CONSTRUCTED ADJACENT TO EXISTING SIDEWALK, SIDEWALK SHALL BE REMOVED AND REPLACED TO NEAREST SCORELINE.
- CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m) INTERVALS.
- CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED-PLANE JOINTS.
- AT THE OPTION OF THE ENGINEER, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



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CONCRETE PAVEMENT REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

132-3

SHEET 1 OF 2

NOTES:

1. THE EXTENT OF REPAIRS FOR CONCRETE CUTS NOT SHOWN ON THIS STANDARD OR CUTS MADE WITHIN 3' (900 mm) OF EXISTING PATCHES, CRACKS, OR DETERIORATED SLABS SHALL BE DETERMINED BY THE ENGINEER.
2. CONCRETE PAVEMENT SHALL BE REMOVED PER SSPWC 300-1.3.
3. BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 306-1.3.
4. TEMPORARY RESURFACING SHALL BE PLACED PER SSPWC 306-1.5.1.

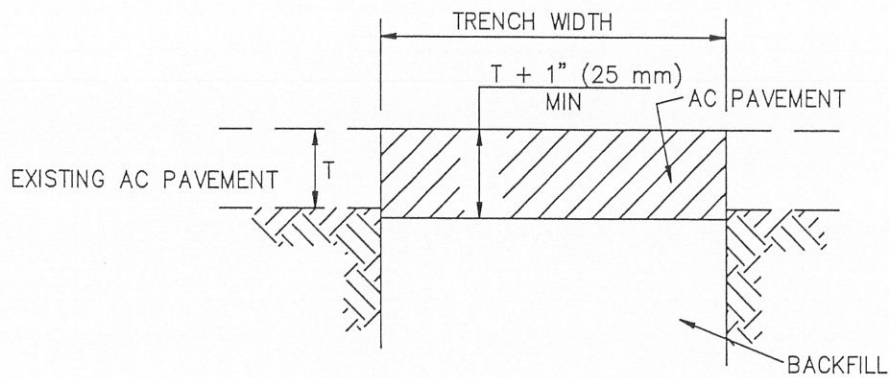
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CONCRETE PAVEMENT REPLACEMENT

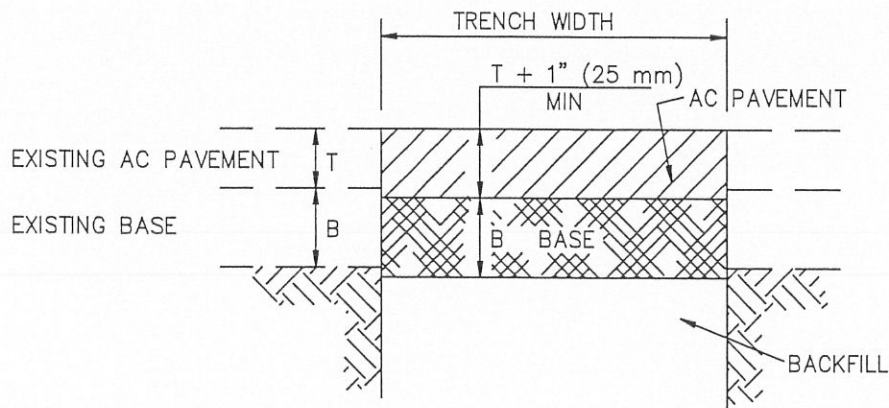
STANDARD PLAN

132-3

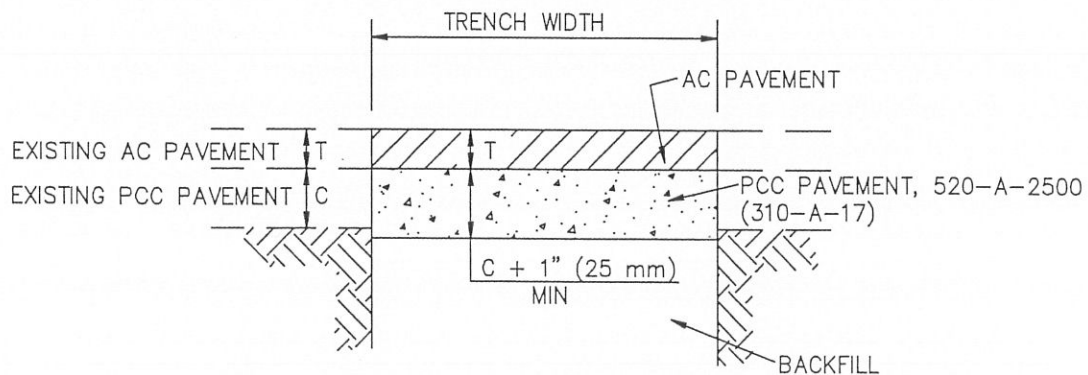
SHEET 2 OF 2



CASE I – WITHOUT BASE



CASE II – WITH BASE



CASE III – AC PVMT ON PCC PVMT

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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ASPHALT CONCRETE PAVEMENT REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

133-3

SHEET 1 OF 2

NOTES:

1. BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 306-1.3.
3. TEMPORARY RESURFACING SHALL BE PLACED PER SSPWC 306-1.5.1.

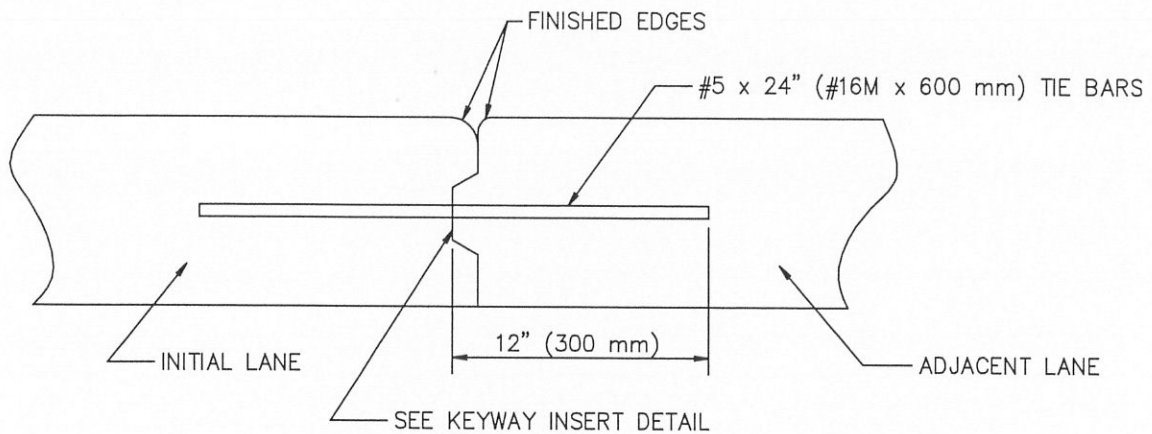
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**ASPHALT CONCRETE PAVEMENT
REPLACEMENT**

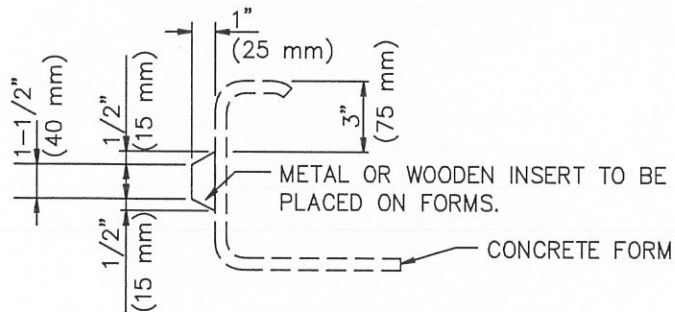
STANDARD PLAN

133-3

SHEET 2 OF 2



CONTACT JOINT WITH KEYWAY AND TIE BAR



KEYWAY INSERT DETAIL

NOTES:

1. LONGITUDINAL JOINTS SHALL BE LOCATED AS SHOWN ON PLAN. CONTACT OR WEAKENED PLANE JOINTS MAY BE USED AT THE CONTRACTOR'S OPTION.
2. TRANSVERSE WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 15' (4500 mm) AND SHALL BE AT LEAST 5' (1500 mm) FROM ANY TRANSVERSE CONTACT JOINT. (SEE NOTE 5.)
3. TRANSVERSE CONTACT JOINTS SHALL BE CONSTRUCTED AS SHOWN HEREON AT ALL CONSTRUCTION JOINTS AND AS DIRECTED BY THE ENGINEER.
4. SPACE TIE BARS AT 36" (900 mm) ON-CENTER FOR TRANSVERSE JOINTS AND 45" (1200 mm) FOR LONGITUDINAL JOINTS. PLACE IN MIDDLE THIRD OF SLAB.
5. SEE SSPWC 302-6.5 FOR DETAILS ON CONCRETE PAVEMENT JOINTS.
6. CONSTRUCT CONTACT JOINTS IN THE APPROACH SLABS AT THE FIRST THREE TRANSVERSE JOINTS OF CONCRETE INTERSECTIONS.

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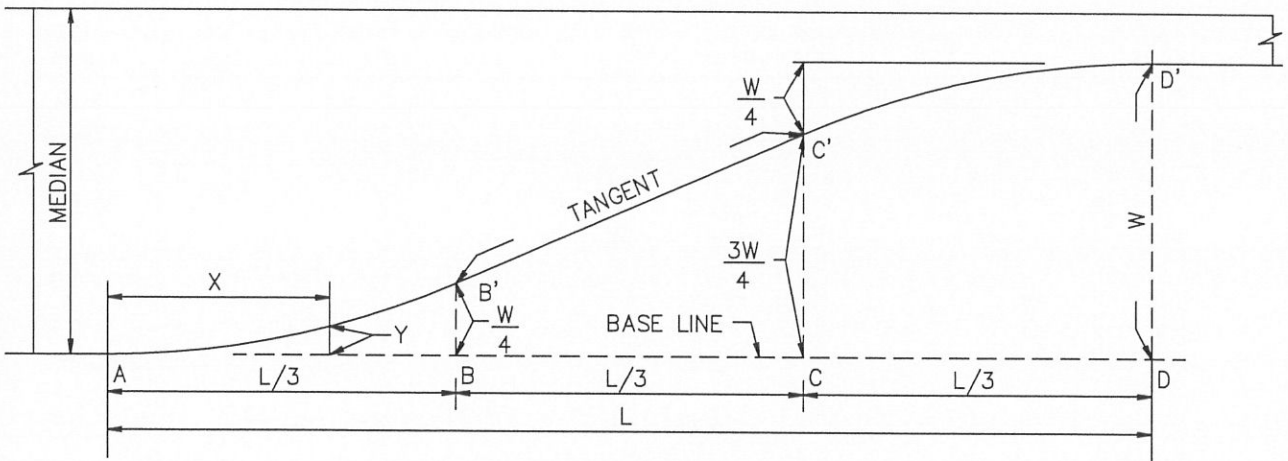
CONCRETE PAVEMENT JOINT DETAILS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

134-2

SHEET 1 OF 1



$$Y = 2.25W \left(\frac{X}{L} \right)^2$$

L=LENGTH OF TAPER
W=MAXIMUM OFFSET DISTANCE
X=DISTANCE ALONG BASE LINE
Y=OFFSET FROM BASE LINE

| L, ft (m) | DISTANCE X, L/12 INCREMENTS, ft (m) | | | | | | | | | | | |
|-----------------|-------------------------------------|----------------|------------------|-----------------|------------------|------------------|------------------|------------------|-------------------|------------------|-------------------|------------------|
| 60' (18.00) | 5' (1.50) | 10' (3.00) | 15' (4.50) | 20' (6.00) | 25' (7.50) | 30' (9.00) | 35' (10.50) | 40' (12.00) | 45' (13.50) | 50' (15.00) | 55' (16.50) | 60' (18.00) |
| 72' (21.60) | 6' (1.80) | 12' (3.60) | 18' (5.40) | 24' (7.20) | 30' (9.00) | 36' (10.80) | 42' (12.60) | 48' (14.40) | 54' (16.20) | 60' (18.00) | 66' (19.80) | 72' (21.60) |
| 90' (27.00) | 7.5' (2.25) | 15' (4.50) | 22.5' (6.75) | 30' (9.00) | 37.5' (11.25) | 45' (13.50) | 52.5' (15.75) | 60' (18.00) | 67.5' (20.25) | 75' (22.50) | 82.5' (24.75) | 90' (27.00) |
| 120' (36.00) | 10' (3.00) | 20' (6.00) | 30' (9.00) | 40' (12.00) | 50' (15.00) | 60' (18.00) | 70' (21.00) | 80' (24.00) | 90' (27.00) | 100' (30.00) | 110' (33.00) | 120' (36.00) |
| 150' (45.00) | 12.5' (3.75) | 25' (7.50) | 37.5' (11.25) | 50' (15.00) | 62.5' (18.75) | 75' (22.50) | 87.5' (26.25) | 100' (30.00) | 112.5' (33.75) | 125' (37.50) | 137.5' (41.25) | 150' (45.00) |
| W, ft(mm) | OFFSET Y, ft (mm) | | | | | | | | | | | |
| 10' (3000) | 0.16' (47) | 0.62' (188) | 1.41' (422) | 2.50' (750) | 3.75' (1125) | 5.00' (1500) | 6.25' (1875) | 7.50' (2250) | 8.59' (2578) | 9.38' (2812) | 9.84' (2953) | 10.00' (3000) |
| 11' (3300) | 0.17' (51) | 0.69' (206) | 1.55' (464) | 2.75' (825) | 4.13' (1238) | 5.50' (1650) | 6.88' (2063) | 8.25' (2475) | 9.45' (2836) | 10.31' (3094) | 10.83' (3249) | 11.00' (3300) |
| 12' (3600) | 0.19' (56) | 0.75' (225) | 1.69' (506) | 3.00' (900) | 4.50' (1350) | 6.00' (1800) | 7.50' (2250) | 9.00' (2700) | 10.31' (3094) | 11.25' (3375) | 11.81' (3544) | 12.00' (3600) |
| 19' (5700) | 0.30' (89) | 1.19' (356) | 2.67' (802) | 4.75' (1425) | 7.13' (2138) | 9.50' (2850) | 11.88' (3562) | 14.25' (4275) | 16.33' (4898) | 17.81' (5344) | 18.70' (5611) | 19.00' (5700) |
| 20' (6000) | 0.31' (94) | 1.25' (375) | 2.81' (844) | 5.00' (1500) | 7.50' (2250) | 10.00' (3000) | 12.50' (3750) | 15.00' (4500) | 17.19' (5156) | 18.75' (5625) | 19.69' (5906) | 20.00' (6000) |
| 21' (6300) | 0.33' (98) | 1.31' (394) | 2.95' (886) | 5.25' (1575) | 7.88' (2363) | 10.50' (3150) | 13.13' (3937) | 15.75' (4725) | 18.05' (5414) | 19.69' (5906) | 20.67' (6202) | 21.00' (6300) |
| 22' (6600) | 0.34' (103) | 1.38' (412) | 3.09' (928) | 5.50' (1650) | 8.25' (2475) | 11.00' (3300) | 13.75' (4125) | 16.50' (4950) | 18.91' (5672) | 20.62' (6188) | 21.66' (6497) | 22.00' (6600) |

NOTE:

TO DETERMINE OFFSET DISTANCE FOR ANY LENGTH OF TAPER USE THE FORMULA $Y = 2.25W \left(\frac{X}{L} \right)^2$ FOR THE PORTIONS AB' AND C'D' WHICH ARE PARABOLIC CURVES. THE PORTION B'C' IS A TANGENT. WHEN THE BASE LINE IS CURVED, THE OFFSETS ARE APPLIED TO THE CURVED BASE LINE, AND B'C' IS NO LONGER A TANGENT.

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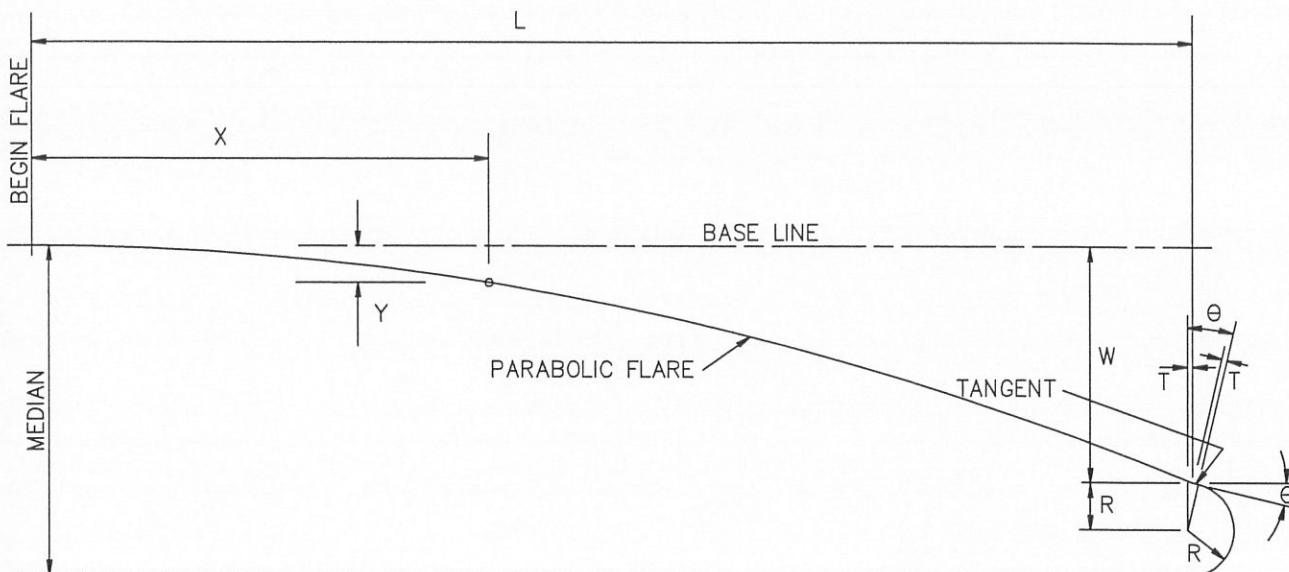
MEDIAN TAPER

STANDARD PLAN

140-3

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1



L = LENGTH OF FLARE
W = MAXIMUM OFFSET DISTANCE
X = DISTANCE ALONG BASE LINE
Y = OFFSET FROM BASE LINE
T = TANGENT LENGTH
R = RADIUS OF NOSE
 θ = MAXIMUM FLARE DEFLECTION ANGLE

$$Y = W \left(\frac{X}{L} \right)^2$$

$$\tan \theta = \frac{2W}{L}$$

$$T = R \tan \frac{\theta}{2}$$

IF STATION OF RADIUS POINT IS NOT
GIVEN ON PLAN, TANGENT DISTANCE
T MAY BE IGNORED

OFFSET Y, ft (mm)

| L, ft (m) | W, ft (mm) | X, ft (m) | | | | | | | | | | | | | | | |
|----------------|---------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|--|--|
| | | 10' (3.0) | 15' (4.5) | 20' (6.0) | 25' (7.5) | 30' (9.0) | 40' (12.0) | 45' (13.5) | 50' (15.0) | 60' (18.0) | 70' (21.0) | 75' (22.5) | 80' (24.0) | 90' (27.0) | 100' (30.0) | | |
| W/L = 1:5 | | | | | | | | | | | | | | | | | |
| 25' (7.5) | 5' (1500) | 0.80' (240) | 1.80' (540) | 3.20' (960) | 5.00' (1500) | | | | | | | | | | | | |
| 50' (15.0) | 10' (3000) | 0.40' (120) | 0.90' (270) | 1.60' (480) | 2.50' (750) | 3.60' (1080) | 6.40' (1920) | 8.10' (2430) | 10.00' (3000) | | | | | | | | |
| W/L = 1:10 | | | | | | | | | | | | | | | | | |
| 50' (15.0) | 5' (1500) | 0.20' (60) | 0.45' (135) | 0.80' (240) | 1.25' (375) | 1.80' (540) | 3.20' (960) | 4.05' (1215) | 5.00' (1500) | | | | | | | | |
| 100' (30.0) | 10' (3000) | 0.10' (30) | 0.23' (68) | 0.40' (120) | 0.63' (188) | 0.90' (270) | 1.60' (480) | 2.03' (608) | 2.50' (750) | 3.60' (1080) | 4.90' (1470) | 5.63' (1688) | 6.40' (1920) | 8.10' (2430) | 10.00' (3000) | | |
| W/L = 1:15 | | | | | | | | | | | | | | | | | |
| 45' (13.5) | 3' (900) | 0.15' (44) | 0.33' (100) | 0.59' (178) | 0.93' (278) | 1.33' (400) | 2.37' (711) | 3.00' (900) | | | | | | | | | |
| 75' (22.5) | 5' (1500) | 0.09' (27) | 0.20' (60) | 0.36' (107) | 0.56' (167) | 0.80' (240) | 1.42' (427) | 1.80' (540) | 2.22' (667) | 3.20' (960) | 4.36' (1307) | 5.00' (1500) | | | | | |
| 90' (27.0) | 6' (1800) | 0.07' (22) | 0.17' (50) | 0.30' (89) | 0.46' (139) | 0.67' (200) | 1.19' (356) | 1.50' (450) | 1.85' (555) | 2.67' (800) | 3.63' (1089) | 4.17' (1250) | 4.74' (1422) | 6.00' (1800) | | | |

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

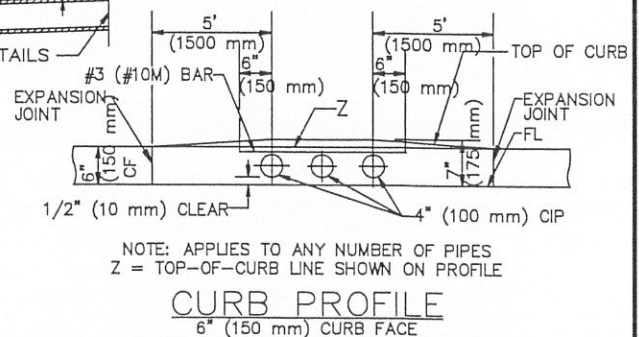
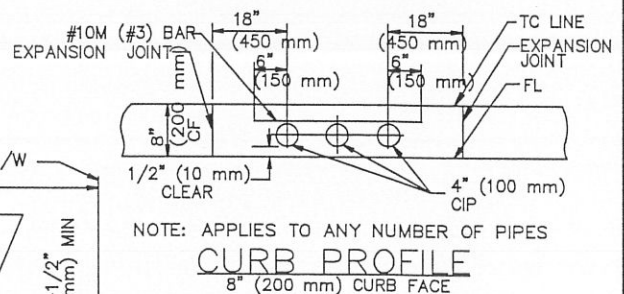
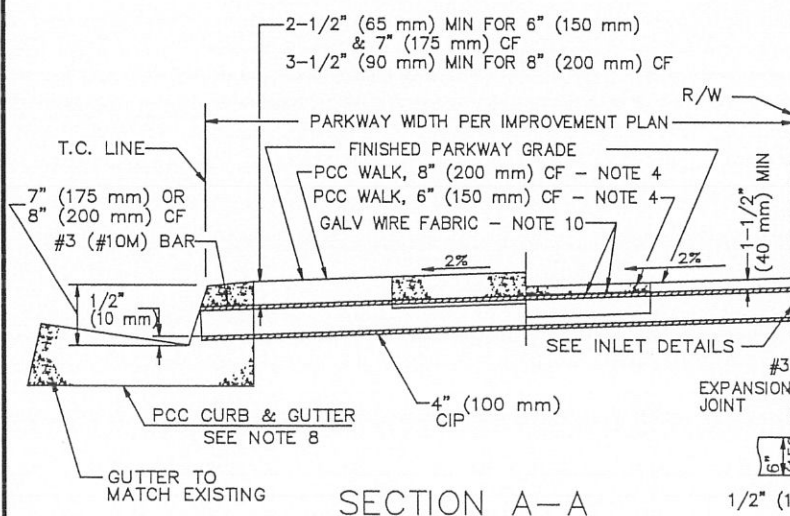
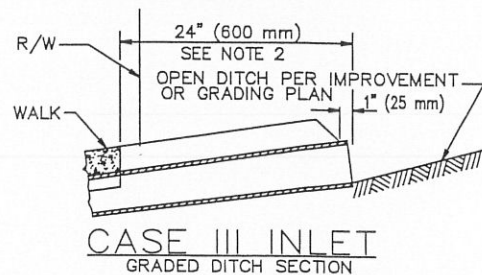
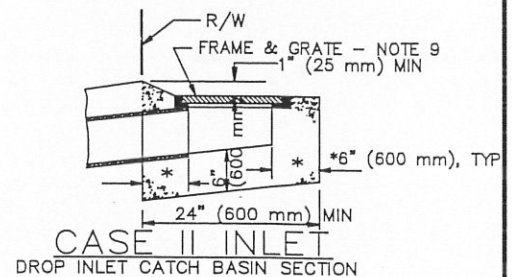
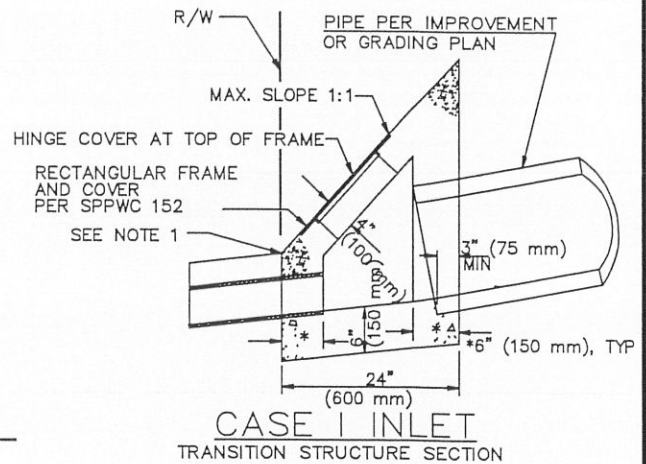
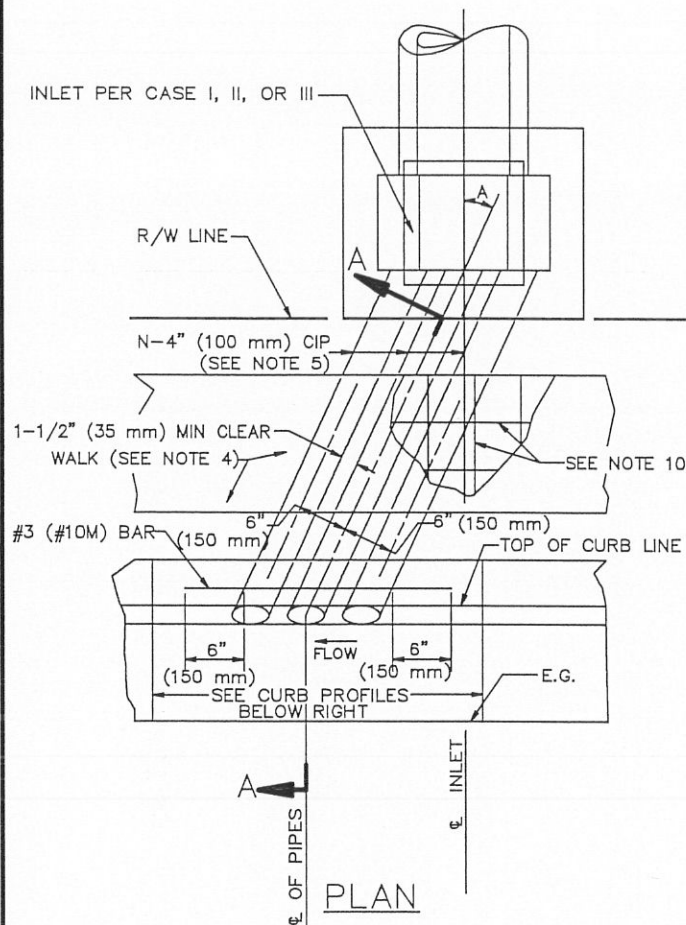
MEDIAN FLARE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

141-2

SHEET 1 OF 1



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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1984
REV. 1992, 1996, 2009

CURB DRAIN

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

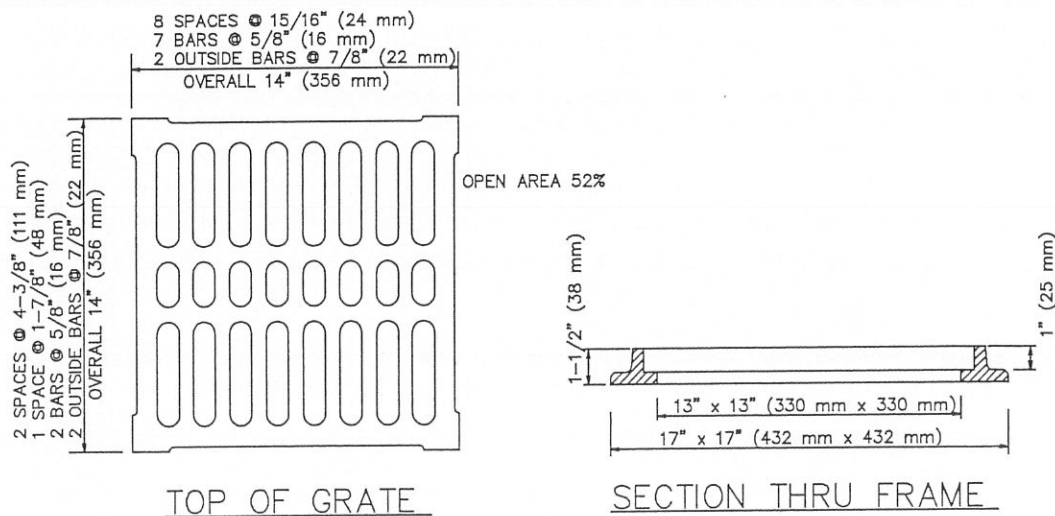
STANDARD PLAN

150-3

SHEET 1 OF 2

NOTES

1. IF THE TOP OF SLOPE IS ALLOWED WITHIN THE R/W, INLET CASE I BEGINS AT THE TOP RATHER THAN THE R/W LINE.
2. FOR OPEN DITCH (CASE INLET III), THE 24" (600 mm) EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" (600 mm) OR MORE FROM THE R/W LINE; HOWEVER, PIPE SHALL EXTEND TO R/W LINE.
3. TOP OF INLET STRUCTURE (CASE I AND II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
4. CONSTRUCT PCC WALK WHEN SPECIFIED ON PLANS. THE CONTRACT PRICE PAID FOR PCC WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
5. "N" EQUALS NUMBER OF PIPES (MAXIMUM OF THREE) AS SPECIFIED ON PLANS.
6. INLET CASE TO BE SPECIFIED ON PLANS.
7. ANGLE A EQUALS 0°, UNLESS OTHERWISE SPECIFIED.
8. TYPE, DIMENSIONS AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER PLANS.
9. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR CASE II INLET SHALL BE GALVANIZED CAST IRON. WEIGHT OF FRAME AND GRATE SHALL BE 80 LBS (36 kg).
10. AT LOCATIONS WITH LESS THAN 8" (200 mm) CURB FACE, USE 6x6-10/10 (152x152-MW9.1xMW9.1) GALVANIZED WIRE FABRIC. WIRE FABRIC SHALL EXTEND 8" (200 mm) BEYOND THE EDGE OF CAST IRON PIPES.



GRATE FOR CASE II INLET

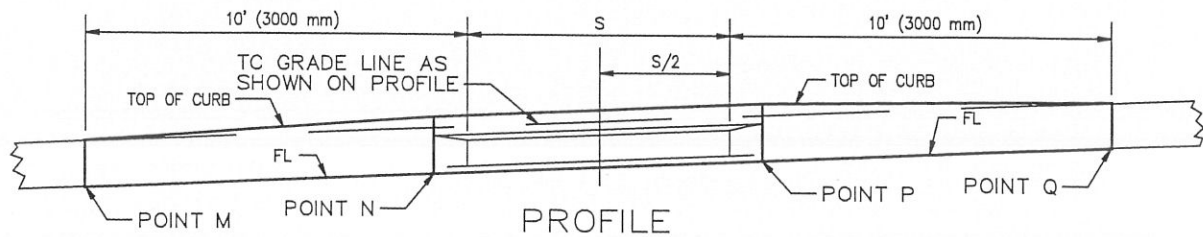
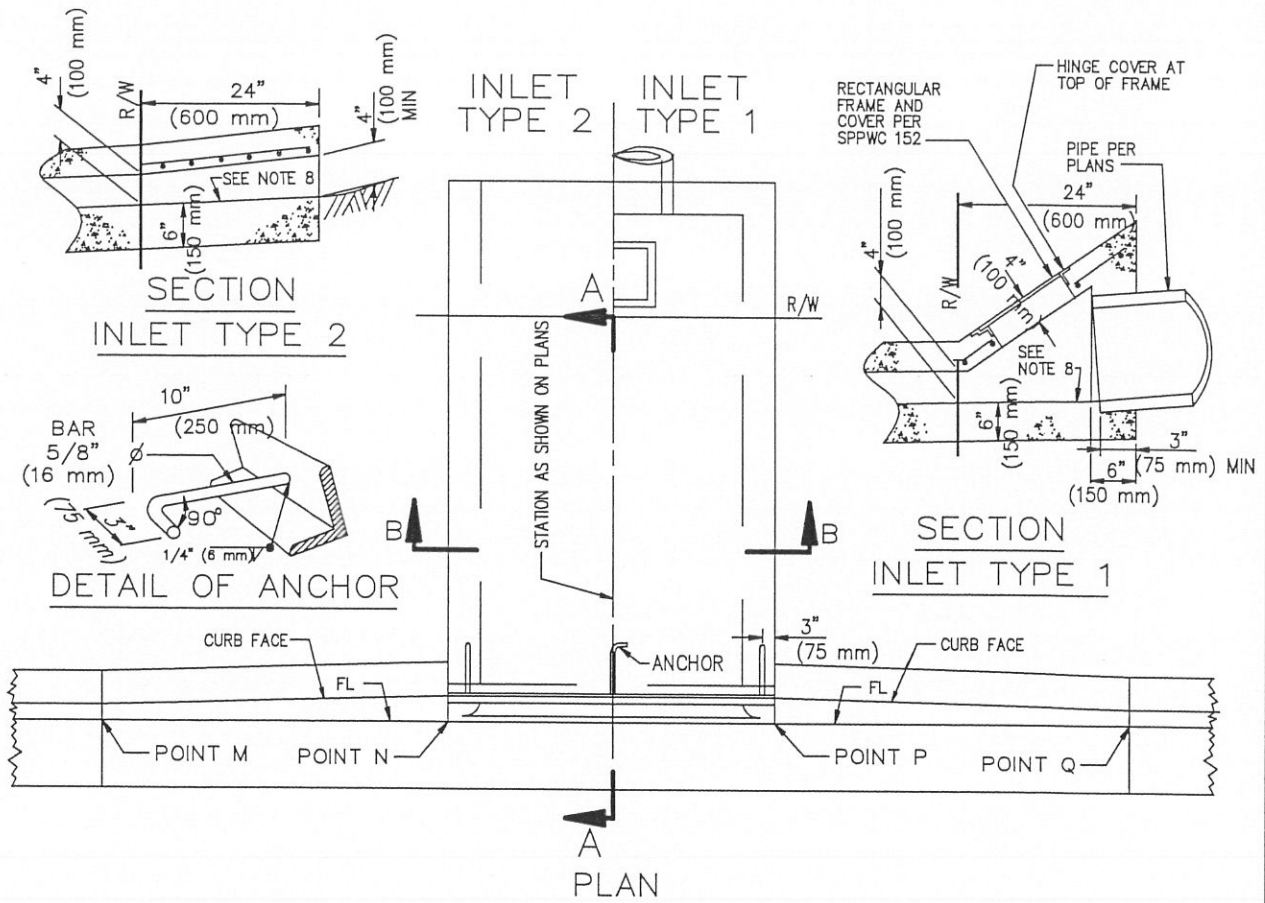
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB DRAIN

STANDARD PLAN

150-3

SHEET 2 OF 2



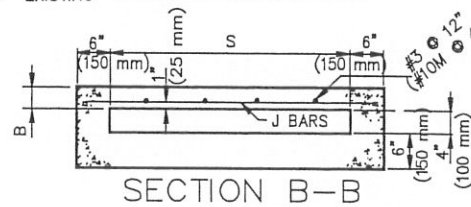
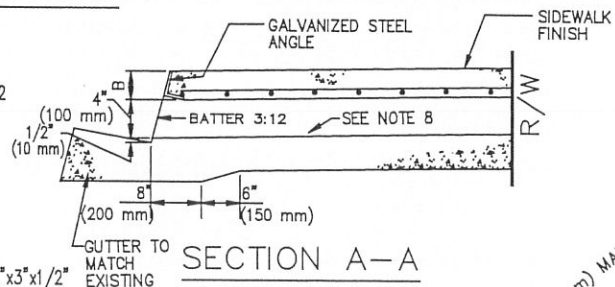
| S, INCHES (mm) | J BAR SPACING |
|-------------------|------------------|
| 12" (300) | 7" (240) |
| 18" (450) | 7" (240) |
| 24" (600) | 7" (240) |
| 30" (750) | 7" (240) |
| 36" (900) | 7" (240) |
| 42" (1050) | 6" (210) |
| 48" (1200) | 5" (180) |
| 54" (1350) | 6-1/2" (225) |
| 60" (1500) | 5" (180) |
| 66" (1650) | 4" (180) |
| 72" (1800) | 3-1/2" (120) |

FOR S = 30" (750 mm) AND LESS, USE 2 ANCHORS. OTHERWISE, USE 3 ANCHORS.

FOR S = 48" (1200 mm) AND LESS, B = 3" (75 mm)
USE 2-1/2"x2"x3/8" (64x51x9.5) GALVANIZED STEEL ANGLE.

OTHERWISE, B = 4" (100 mm). USE 3-1/2"x3"x1/2" (89x76x12.7) GALVANIZED STEEL ANGLE.

J BARS ARE #3 (#10M).



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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PARKWAY DRAIN

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

151-2

SHEET 1 OF 2

NOTES

1. FLOOR OF BOX SHALL BE TROWELED SMOOTH.
2. IF THE TOE OF SLOPE IS ALLOWED WITHIN THE R/W, INLET TYPE 1 BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH (TYPE 2), THE 24" (600 mm) EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" (600 mm) OR MORE FROM THE R/W LINE; HOWEVER, THE PIPE SHALL EXTEND TO THE R/W LINE IN ANY EVENT.
4. TOP OF INLET STRUCTURE (TYPE 1 & 2) SHALL BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
5. A HEADED STEEL STUD 5/8" x 6-3/8" WITH A 1" HEAD (16 x 160 mm, 25 mm HEAD) ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q. CURB FACE IS B + 5" (125 mm) AT POINT N AND P.
7. THE 3" (75 mm) LEG OF THE 5/8" (16 mm) DIA ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. SLOPE = 2.0%.

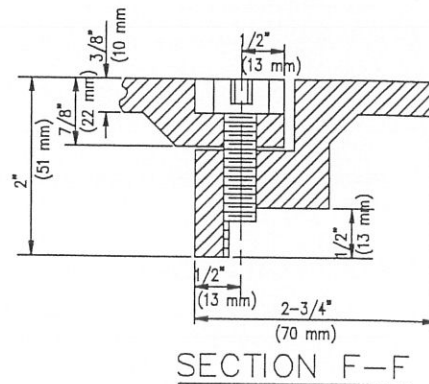
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PARKWAY DRAIN

STANDARD PLAN

151-2

SHEET 2 OF 2



NOTES

1. FRAME AND COVER SHALL BE CAST IRON.
2. A PLAIN 1/4" (6 mm) BORDER SHALL BE TYPICAL FOR ALL BORDERS ON FRAME AND COVER.
3. ALL CASTING RADII SHALL BE 1/4" (6 mm) UNLESS OTHERWISE SHOWN.
4. WEIGHT OF FRAME AND COVER SHALL BE 43 LBS (19.5 kg).
5. USE ONE 3/8"-16x1" STAINLESS STEEL SOCKET CAP SCREW. APPLY HIGH ADHESIVE, OPEN GEAR GREASE TO THREADED PORTION PRIOR TO INSERTION.
6. USE 4" x 4" (102 mm x 102 mm) CAST ALUMINUM LINK HINGE WITH SST PIN FOR 180° OPENING.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

RECTANGULAR FRAME AND COVER

STANDARD PLAN

152-2

SHEET 2 OF 2