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**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.), Per Exhibit B.	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	\$	\$
<b>BID TOTAL</b>					<b>\$</b>

**Bid Total (Words)** \_\_\_\_\_

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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: \_\_\_\_\_

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**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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**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 \$ \_\_\_\_\_

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### 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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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**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







**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 \$ \_\_\_\_\_



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**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.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

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

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

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



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 (EEO-1) must be filed by:

- (A) All private employers who are:
  - (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
  - (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.
- (B) All federal contractors (private employers), who:
  - (1) Are not exempt as provided for by 41 CFR 60-1.5
  - (2) Have 50 or more employees, and
    - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
    - b. Serve as a depository of Government funds in any amount, or
    - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

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). 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 Section 3 benchmarks apply to all Section 3 contracts as follows:

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

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

***I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.***

\_\_\_\_\_  
Name of Contractor/Subcontractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Declaration of Intent to Comply with Section 3 Requirements

Rev. 7-1-21

## 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 %