CITY OF LA HABRA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

110 E. LA HABRA BOULEVARD
LA HABRA, CA 90631
(562) 383-4151

SPECIFICATIONS FOR
ALLEY NO. 27, 45 AND 86 IMPROVEMENT FY 2020-21
CITY PROJECT NO. 2-R-20

A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

CITY MANAGER	JIM SADRO
LA HABRA CITY COUNCIL	
MAYOR	JOSE MEDRANO
MAYOR PRO TEM	JAMES GOMEZ
COUNCIL MEMBER	STEVE SIMONIAN
COUNCIL MEMBER	ROSE ESPINOZA
COUNCIL MEMBER	DAREN NIGSARIAN

BID OPENING: Wednesday, August 17, 2022, at 3:00 PM

PLANS AND SPECIFICATIONS:
PICKED UP: $25.00
MAILED: $35.00

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JULY 2022

APPROVED BY:

ALBERT MENDOZA, P.E.
DEPUTY DIR. OF PW/CITY ENGINEER

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SECTION A

NOTICE INVITING BIDS

CITY OF LA HABRA

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of La Habra, California for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefor as provided in the Contract Documents for the**: ALLEY NO. 27, 45, AND 86 IMPROVEMENT FY 2020-21 CITY PROJECT NO. 2-R-20** in strict compliance with the specifications, plans and contract documents on file at the Office of the City Clerk of the City of La Habra.

Pre-Bid Meeting: The City will conduct a non-mandatory pre-bid meeting to review HUD Section 3 program requirements or other specific programs related to this project on **Wednesday 10:00 A.M., August 3, 2022** at Atrium Meeting Room, 110 E. La Habra Blvd, La Habra, California 90631. Prospective Bidders shall confirm final date/time on CIPlist.com and must attend this meeting.

SUBMISSION OF QUESTIONS: Bidders may submit questions and/or clarification requests to James Valdez via email at jvaldez@lahabraca.gov or Tony An via email at tan@lahabraca.gov by **4:00PM on Tuesday, August 9, 2022**.

DATE OF OPENING BIDS: Bids will be received at the Office of the City Clerk of the City of La Habra until 3**:00 P.M. on Wednesday, August 17, 2022,** at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside: **"ALLEY NO. 27, 45, AND 86 IMPROVEMENT FY 2020-21 CITY PROJECT NO. 2-R-20. DO NOT OPEN WITH REGULAR MAIL."**

LOCATION OF WORK: The work to be constructed hereunder is located at Alley 27 (north of La Habra Boulevard bet. Orange Street and Cypress Street), Alley 45 (south of 1st Avenue bet. Aldrich Street and Cypress Street), and Alley 86 (east of Euclid Street bet. 1st Avenue and La Habra Boulevard) within City of La Habra, County of Orange. Typical work to be done is illustrated on plans and these specifications.

DESCRIPTION OF WORK: **The Work comprises furnishing all materials, equipment, tools, labor and incidentals per the Plans, Specifications, and Contract Documents for the project. The general items consist of but not limited to Mobilization; Storm Water Best Management Practices (BMPs); Excavation and Disposal; Cold Mill; Construct and Compact Crushed Miscellaneous Base Material (CMB); Construct AC Pavement; Construct Header Board; Remove Existing and Construct PCC Alley Approach; Remove Existing and Construct Sidewalk; Remove Existing and Construct PCC Curb & Gutter; and all associated work as identified on the Plans, Specification, and Detail Construction Drawings in the City of La Habra.**

CONTRACTOR'S LICENSE: The City has determined that a Class "**A**" General Contractor's License is required for this project.

COMPLETION OF WORK: All work shall be completed within **Forty-five (45)** working days from the start date specified in the Notice To Proceed.

AWARD OF CONTRACT: The City reserves the right, after opening the bids, to reject any or all bids, waive any informality or irregularity in such bids, or to award to the lowest responsible bidder and reject all other bids.

This project is funded in part by the U.S. Department of Housing and Urban Development ("HUD"). Consistent with federal regulations found in 24 CFR 75, participation on this contract is applicable to "Section 3" requirements pursuant to 24 CFR 75.3(d). Bidders shall refer to the Instructions to Bidders for additional information regarding "Section 3" requirements.

PROPOSAL GUARANTEE AND BONDS: Each bid must be accompanied by a certified cashier's check or by a corporate surety bond on the form furnished by the City, as guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Worker's Compensation Insurance and Liability Insurance, execute the contract in the required form and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of materialmen and workers thereunder. Said check or bidder's bond shall be in an amount of not less than ten (10) percent of the amount of the bid. The Faithful Performance Bond shall be not less than one hundred (100) percent of the total amount of the bid price named in the contract. The Payment Bond shall be not less than one hundred (100) percent of the total amount of the bid price named in the contract. The City reserves the right to reject any bond if, in the opinion of the Engineer, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

PREVAILING RATES OF WAGES: Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. A copy of said wage rates is available on-line at:

https://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

The Contractor and all subcontractors are responsible to pay the prevailing rates of wages that are specified within ten (10) calendar days before the bid open day and shall post a copy of said wage rates at the project site. The statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code Section 1775) and the statutory provisions for failure to comply with the State's wage and hour laws will be enforced (Labor Code Section 1813).

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENT: **Under California Labor Code Section 1771.1, in order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at https://www.dir.ca.gov/public-works/contractor-registration.html. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. See the Special Provisions for additional details. Payroll documents for the contractor and subcontractors should be submitted and registered on time with the DIR.**

DEBARMENT: No Contractor or Subcontractor may be awarded as a contractor on a bid proposal if they have been Debarred by the Stat pursuant to Labor Code Sections 1777.1 and 1777.7 and Public Contracts Code Section 6109.

FEDERAL WAGE RATES: The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are included in the Contract. **If there is any difference between the State or Federal wage rates, the Contractor and subcontractors shall pay not less than the higher of the two rates.** The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

FEDERAL NON-DISCRIMINATION PROVISION: Bidders shall comply with the President's Executive Order No. 11246.

FEDERAL INTEREST EXCLUSION: Any contract or contracts awarded under this Notice Inviting Bids are expected to be funded in part by a grant from the United States Government. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Notice Inviting Bids or any resulting Agreement. This procurement will be subject to regulations contained in 40 CFR Part 33 and 35.

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations-24CFR 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.

APPRENTICE: The Contractor shall comply with all rules, regulations, and all the requirements of the Labor Code including, but not limited to, Sections 1776, 1777.5, and 1777.6 of the California Labor Code.

CONTRACT DOCUMENTS: The contract documents shall consist of the following: Notice Inviting Bids; Instructions to Bidders; Proposal; Bidder's Information; Bid Schedule; Acknowledgement of Addenda Received; References; DBE Bidder's List; Violations of Federal, State or Local Laws; Disqualification or Debarment; List of Subcontractors; Bid Security Form; Bid Bond; Non-Collusion Affidavit; Certification of Understanding and Authorization; Worker's Compensation Certificate; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Agreement; Faithful Performance Bond; Payment Bond; Certification of Compliance; CDBG Requirements; and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, made a part by reference, together with all additions, deletions, modifications or

interpretations of any of said documents, all of which are hereby made a part of this Notice Inviting Bids.

Specifications are available for inspection, without charge, at the Office of the City Engineer of the City of La Habra.

Complete sets of said plans, specifications and bid documents may be purchased at twenty-five dollars (**$25.00)** per set and are obtainable from the City Engineer of the City of La Habra, 110 E. La Habra Blvd, La Habra, California. An additional ten dollars (**$10.00)** shall be charged for requests by mail. No refund shall be made for sets of said plans, specifications and bid documents returned.

ADDRESS AND MARKING OF PROPOSAL: The envelope enclosing the proposal shall be sealed and addressed to the City Clerk and hand delivered to the City Clerk at the Civic Center, 110 E. La Habra Blvd. (Administration Department), or mailed to City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Proposal For" followed by the title of the specifications for the work, and the date and hour of opening bids. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the proposal.

HUD SECTION 3 BID PREFERENCE REQUIREMENTS: The Project is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ("Section 3") which seeks to ensure that employment and other economic and business opportunities generated by Department of Housing and Urban Development ("HUD") financial assistance, to the greatest extent feasible, is directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide training and economic opportunities to low- and very-low income persons. In recognition of the forgoing, all Bidders are strongly urged to take special notice of the following statement, which relates to the Project and the methodology by which a successful Bidder is to be selected:

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). The HUD methodology for determining what constitutes a "reasonable bid" for purposes of Section 3 is included among the Bid Documents.

BID SCHEDULE:

Bid advertisement	Friday, July 22, 2022
Pre-Bid Meeting	Wednesday 10:00AM, August 3, 2022
Submission of Questions	Tuesday 4:00PM, August 9, 2022
Bid Opening	Wednesday 3:00PM, August 17, 2022

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF LA HABRA

INSTRUCTIONS TO BIDDERS

The following instructions and conditions apply to the attached bid and the bidder acknowledges the acceptance thereof by signing and filing said bid.

Each bidder shall state whether he is an individual, firm or corporation; if firm, give name of each member; if a corporation, give name of president, secretary, treasurer and manager.

Proposals shall be submitted to the City on forms prepared and furnished in the bid documents, or as provided by the Engineering Office of the City of La Habra. When presented, they must be completely made out in the manner and form indicated therein, showing the proposed prices clearly and legibly and must be properly signed by the bidder. Proposals presented otherwise may be rejected.

Each proposal so submitted, together with the required proposal guarantee hereinafter prescribed, shall be presented under sealed cover and must be filed prior to the time and place designated in the Notice Inviting Bids. A proposal so presented, however, may be withdrawn by the bidder provided the request therefor is made in writing, is signed by the bidder or his authorized representative and is filed prior to the time fixed for the opening of bids. The withdrawal of a bid proposal does not prejudice the right of the bidder to file a new bid.

All proposals submitted as hereinabove prescribed will be publicly opened and read at the time and place indicated in the Notice Inviting Bids.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, in words and in clearly legible figures, a unit price and an amount for the item in the respective space provided for this purpose. In the case of unit price items, the amount set forth under the "AMOUNT" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item. In the case of discrepancy between the words and figures, the words shall prevail.

In case of discrepancy between the "Unit Price" and the "Amount" set forth for the item, the Unit Price shall prevail. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause or is omitted or in the case where the Unit Price is the same amount as the entry in the "AMOUNT" column for the item, the "AMOUNT" price shall prevail in accordance with the following:

(1) As to lump sum items, the amount set forth in the "AMOUNT" column shall be the unit price.
(2) As to unit price items, the amount set forth in the "AMOUNT" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between the sum of the individual "AMOUNT" prices, and the Total Bid Price, the sum of the individual "AMOUNT" prices will prevail.

In case of discrepancy of the Mobilization and Demobilization "Unit Price" and "Amount" being higher than Five percent (5%) of the total bid amount as stated in the contract document, then the "Unit Price" and "Amount" shall be deemed to be Five percent (5%) of the total bid amount.

In case of discrepancy of the Traffic Control, Public Convenience and Safety "Unit Price" and "Amount" being higher than Five percent (5%) of the total bid amount as stated in the contract document, then the "Unit Price" and "Amount" shall be deemed to be Five percent (5%) of the total bid amount.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and the requirements of this 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 the amount of work to be done unless a written change in these specifications or contract or written clarification thereof has been issued by the City.

Each bid must be in a sealed envelope which is to be clearly marked so as to identify it as a bid (such as "Sealed Bid - do not open with regular mail"), giving the number and name of the project or specification and the name of the bidder. These instructions are particularly necessary if your bid is transmitted by mail. Failure to identify the project or to address it to the City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631, Attention City Clerk, will result in the opening of the envelopes with the regular mail and may thereby void the bid.

The City Council will award the contract to the lowest responsible bidder, however, said Council reserves the right to reject any or all bids, to waive any informality in the bids received and, if necessary, to take said bids under advisement for a period not to exceed sixty (60) days including lead-time.

All proposal requirements and conditions as set forth in the Standard Specifications shall apply hereto.

<u>APPROXIMATE ESTIMATE</u>: The quantities shown in the proposal form and in the estimate included in the bid documents shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished as a basis for the comparison of bids. The Council does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond therewith, but reserves the right to increase or decrease the amount of any item, portion of work to be performed or material to be furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in the bid documents or Standard Specifications under which the work is to be constructed, without in any way invalidating the contract should such increase, decrease or omission be deemed necessary or expedient. The City reserves the right to increase or decrease the amount of any item as necessary due to budgetary requirements.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS: The City requires that Disadvantaged Business Enterprises (DBE's) have the opportunity to participate in public works projects. To assist the City in establishing future Annual Anticipated DBE Participation Level (AADPL), all contractors are required to submit a list of all subcontractors and suppliers, whether DBE or not, contacted during preparation of the bid.

SECTION 3 REQUIREMENTS: **U.S. Department of Housing and Urban Development ("Section 3 Requirements")**
As part of the U.S. Congress adoption of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u), "Section 3" of the findings stated that:

> *the employment and other economic opportunities generated by projects and activities that receive Federal housing and community development assistance offer an effective means of empowering low- and very low-income persons, particularly persons who are recipients of government assistance for housing*

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Consistent with federal regulations found in 24 CFR 75, participation on this contract is applicable to "Section 3" requirements pursuant to 24 CFR 75.3(d), which states:

> ***(d) Other HUD assistance and other Federal assistance.*** *Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low and very low-income persons, or which employ low- and very low-income persons.*

Section 3 requirements generally apply to contractors or subcontractors with contracts exceeding $100,000. In anticipation of a contract in excess of $100,000 the following guidelines shall be considered by the selected firm in its preparation of a proposal for this contract:

- The Contractor shall provide preference to low- and very low-income residents of the local community and the businesses that substantially employ them for new employment, training and contracting opportunities resulting from a final contract awarded for the Project.
- The Contractor shall give preference for training and employment opportunities arising from those programs to local low-income residents "to the greatest extent feasible".
- The Contractor, and any subcontractors, shall give preference in awarding contracts to businesses owned by or employing local, low-income residents "to the greatest extent feasible".
- The Contractor shall make every effort to recruit, target and direct economic opportunities to Section 3 residents and businesses.

Bid Preference

A bid preference is available to contractors who commit to achieving the Section 3 employment or subcontracting goals, and who submit a reasonable bid. 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. Any Section 3 business seeking a contract or subcontract must submit evidence of their ability to successfully complete the contract, including Section 3 compliance.

A Section 3 Business Concern is defined as one that is 51% or more owned by Section 3 Residents; or whose permanent, full-time staff is comprised of at least 30% of Section 3 Residents; or has committed 25% of the dollar amount of its subcontracts to Section 3 Businesses.

A Section 3 Resident is a public housing resident, a low-income resident of the metropolitan area, a low-income resident of the non-metropolitan county in which the Section 3 covered assistance is expended, and all low-income persons (80% AMI or less, adjusted by family size). The applicable 80% income limits are reflected on the Section 3 Resident Certification forms.

Any business seeking a Section 3 contracting preference must certify that they qualify as a Section 3 business. A copy of the Section 3 Business Certification is included in the Bid Forms and shall be submitted with the Bid (if Section 3 Business Certification is claimed). In addition, Section 3 Resident Certification Form(s) included in the Bid Forms must be completed for each Section 3 resident claimed on the Section 3 Business Certification Form. Businesses that wish to receive a bid preference by committing to train/hire Section 3 Residents or subcontract 25% of the dollar amount of its subcontracts to Section 3 Businesses must complete a Section 3 Economic Opportunity Plan included in the Bid Forms.

The Contractor will be required to comply with applicable provisions of Section 3 as more particularly set forth in 24 CFR Part 75, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract. The Contractor shall agree that it is under no contractual or other disability which would prevent it from complying with Section 3 requirements. Federal labor standards provisions are included in the Appendix to these Special Provisions.

The requirements for Section 3 compliance must be demonstrated and submitted with the Bid. The Section 3 Bid Forms and Instructions are identified in Appendix C.

SECTION C

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SECTION 1. DEFINITION OF TERMS

CITY: The City of La Habra

CITY COUNCIL: The City Council of the City of La Habra.

ENGINEER: Any reference to the "Engineer" in the specifications shall be construed to mean the City Engineer of the City of La Habra or his authorized agents.

BIDDER: Any individual, firm or corporation submitting a bid to furnish the materials and equipment and perform the work herein specified, properly made out on the form furnished by the City Engineer, duly executed by the bidder and enclosed within a sealed envelope directed to the City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631.

BID FORMS: The blank forms prepared by the City on which the bidder must submit the bid.

CONTRACTOR: The bidder whose bid is accepted and to whom the contract is awarded.

CONTRACT: The Specifications, Special Provisions, the notice inviting bids, the bid and addenda of the Contract, and the agreement entered into pursuant thereto shall constitute the Contract between the City of La Habra and the Contractor.

LABORATORY: The designated laboratory authorized by the Engineer to test materials and work involved in the contract.

THE WORK: All the work required to be performed under the contract.

GENERAL CONSTRUCTION TERMS: Unless otherwise specifically defined herein or unless the content requires a different meaning, all words, terms and phrases having a well known or technical meaning shall be so construed.

USE OF PRONOUNS: Words used herein in the masculine gender include the feminine and neuter and vice versa; the singular number includes the plural and the plural the singular. The word "person" includes a corporation, association or partnership.

SECTION: The part into which these Special Provisions are divided. Each section is designated by a whole number preceding its title.

ARTICLES: The parts into which sections are divided. Each article is designated by a number preceding its title, the first two figures to the right of the decimal point being the number of the article and the figures or figure to the left of the decimal point being the number of the section of which such article is a part. Thus: Article 11.05 indicates Article 5 of Section 11.

SUBDIVISIONS: The parts into which articles are divided. Each subdivision is designated by a number preceding its title, the figure or figures to the right of the article number being the number of the subdivision. Thus: Subdivision 11.05.2 indicates Subdivision 2 of Article 5 of Section 11.

STANDARD SPECIFICATIONS: The document entitled "Standard Specifications for Public Works Construction", latest edition and supplements thereto, are hereinafter referred to as the Standard Specifications.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1, "General", of the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

SECTION 2. REQUIREMENTS AND CONDITIONS

ARTICLE 2.01 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORKSITE: Bidders must satisfy themselves by personal examination of the proposed work site and by such other means as they may prefer as to the actual conditions and requirements of the work. Bidders 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.

The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (78 Station 252) and the Regulations of the Department of Commerce (15 C.F.C., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination of the grounds of race, color or national origin.

ARTICLE 2.02 BID FORMS: All bids submitted shall be made on the blank forms provided with the bid documents. Bids submitted on forms other than those provided with the bid documents shall be rejected. All bids shall give the price bid both in writing and figures and shall be signed by the bidder with his address. Bids shall be enclosed in a sealed envelope directed to the City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631.

ARTICLE 2.03 IRREGULAR BIDS: Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

ARTICLE 2.04 DISQUALIFICATION OF BIDDERS: The CITY COUNCIL may reject any and all bids should it deem this for the public good and the bid of any party who has been delinquent or unfaithful in any former contract with the CITY, and may reject all bids other than the lowest bid of any responsible bidder and may award the contract for said work or improvement to the lowest responsible bidder at the prices named in his bid.

ARTICLE 2.05 MATERIAL GUARANTEE: Before any bid is accepted, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples which may be subjected to the tests provided for in these Specifications or in the Special Provisions to determine their quality and fitness for the work.

ARTICLE 2.06 BONDS: In lieu of Section 1-7.2 "Contract Bonds" of the Standard Specifications, the Contractor, simultaneously with the execution of the Agreement, shall furnish a surety bond in an amount equal to one hundred (100) percent of the contract price as security for the faithful performance of the contract and a separate surety bond in an amount equal to one hundred (100) percent of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Said bonds shall be secured from a Surety Company satisfactory to the CITY.

ARTICLE 2.07 BID GUARANTEE:

Subdivision 2.07.1: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check or bidder's bond made payable to the City of La Habra for an amount equal to at least ten percent (10%) of the amount of said bid. No bid will be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.

Subdivision 2.07.2: Return of Bid Guarantee: The bid guarantee of the bidder or bidders who are being considered for the award of Contract shall be held until the execution of said contract, and shall thereupon be returned to the bidder. Bid guarantee of other bidders will be returned to such bidders upon award of the Contract.

ARTICLE 2.08 AWARD OF CONTRACT: The award of contract, if it be awarded, will be within sixty (60) days of the opening of bids.

ARTICLE 2.09 EXECUTION OF CONTRACT: The contract, construction schedule, and bonds shall be executed and filed by the successful bidder with the City Clerk of the City of La Habra not later than ten (10) days after the award of contract.

All bidders may submit with their bids a sworn statement of their financial responsibility, technical ability and experience. Such sworn statement may be required to be furnished before award is made to any particular bidder.

The CITY COUNCIL may, upon the refusal or failure of successful lowest responsible bidder to accept the contract, award it to the second lowest responsible bidder. If the legislative body awards the contract to the second lowest bidder, the amount of the lowest bidder's security shall be applied by the CITY to the difference between the low bid and the second lowest bid; and the surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety company if bidder's bond is used.

ARTICLE 2.10 BEGINNING OF WORK: The Contractor shall begin work from the start date specified in the Notice To Proceed.

ARTICLE 2.11 PLANS AND SPECIFICATIONS: Plans, specifications and bid documents are on file at the Office of the City Engineer, Civic Center, 110 E. La Habra Blvd., La Habra, California. Copies may be purchased from the City Engineer for a fee of twenty-five dollars **($25.00)** for each set of specifications and accompanying drawings. An additional fee of ten dollars (**$10.00)** shall be charged for requests made by mail. No refunds shall be made for sets of said plans, specifications and bid documents returned. A digital copy of said Contract Documents (saved in PDF format) are available free of charge posted at the following website:

http://www.ciplist.com/

ARTICLE 2.12 CONTRACT DOCUMENTS: The Contract Documents shall consist of the following: Notice Inviting Bids; Instructions to Bidders; Proposal; Bidder's Information; Bid Schedule; Acknowledgement of Addenda Received; References; DBE Bidder's List; Violations of Federal, State or Local Laws; Disqualification or Debarment; List of Subcontractors; Bid Security Form; Bid Bond; Non-Collusion Affidavit; Certification of Understanding and Authorization; Worker's Compensation Certificate; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Agreement; Faithful Performance Bond; Payment Bond; Certification of Compliance; CDBG Requirements; and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, together with all additions, deletions, modifications, appendices and all addenda as prepared prior to the date of the bid opening setting forth any modifications or interpretations of any said documents are hereby incorporated in and made a part of the Contract Documents.

All Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The Contractor, at his sole cost and expense, shall perform all labor and services and shall furnish all materials, tools, equipment and facilities necessary for the proper execution of the work, with the exception of such items as may be definitely stipulated in the Specifications or on the Plans to be furnished by the CITY. Anything shown on the Plans and not in the Specifications, or in the Specifications and not in the Plans, shall be performed by the Contractor as though shown on both the Plans and Specifications.

Documents which shall be signed and returned to the CITY with Bid Proposal are:

> Proposal; Bidder's Information; Bid Schedule; Acknowledgement of Addenda Received; References; DBE Bidder's List; Violations of Federal, State or Local Laws; Disqualification or Debarment; List of Subcontractors; Bid Security Form; Bid Bond; Non-Collusion Affidavit; Certification of Understanding and Authorization; Worker's Compensation Certificate; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Non-Segregated Facilities Certification; Contractor List of Proposed

Subcontractors; Notice of Equal Employment Opportunity; Past Performance Certification; Non-Discrimination Certification; Minority and Women's Business Enterprise Tiered Compliance Plan; All-Purpose Acknowledgement; Federal Lobbyist Certification; Disclosure of Lobbying Activities; Debarment and Suspension Certification; Section 3 Business Certification Form; Section 3 Economic Opportunity Plan (if needed); and Notice of Section 3 Commitment.

Documents which are to be signed and returned to the CITY by the winning bidder are:

Agreement; Faithful Performance Bond; Payment Bond; Certification of Compliance; Liability Insurance; Workers Compensation Insurance; and Section 3 Economic Opportunity Report.

Subdivision 2.12.1 Precedence Of Contract Documents: If there is a conflict between Contract Documents, the order of precedence shall be as follows:

1. Contract
2. Specifications
3. Plans

Within the Specifications, the order of precedence is as follows:

1. Permits from other agencies/Supplemental Agreements
2. Change Orders
3. Addenda
4. Special Provisions
5. Instructions to Bidders
6. Notice Inviting Bids
7. Referenced Standard Drawings
8. Referenced Standard Specifications

With reference to Plans, the order of precedence is as follows:

1. Change Order drawings govern over Addenda and Contract drawings.
2. Addenda drawings govern over contract drawings.
3. Contract drawings govern over shop drawings and Standard drawings.
4. Detail drawings govern over general drawings.
5. Figures govern over scaled dimensions.

ARTICLE 2.13 AUTHORITY OF THE ENGINEER: The Engineer shall have the authority to direct as may be necessary to ensure that the work is in strict compliance with the Contract Documents; determine the quantity, quality and soundness of the work; determine if material and equipment being used is satisfactory; interpret the requirements of the contract; and, make decisions regarding the progress and execution of the work. However, neither the Engineer nor any representative of the Engineer shall have the authority to authorize extra work without prior

approval by the CITY COUNCIL. Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the Specifications or Plans, the matter shall be referred to the Engineer, who shall decide the same in accordance with the true intent and meaning as construed by him. Any difference or conflicts which may arise between the Contractor and any other contractor also under the contract administration of the Engineer shall be arbitrated by the Engineer.

ARTICLE 2.14 ACCESS TO WORK: The Engineer, his agents and duly authorized representatives of the CITY shall at all times and for any purpose, have access to the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefor.

ARTICLE 2.15 LEGAL ADDRESS OF THE CONTRACTOR: The address given in the Proposal is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing or delivering to the above-named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

ARTICLE 2.16 CONTRACTOR'S RESPONSIBILITIES: The Contractor shall be responsible for the safe, efficient and adequate use of equipment during the progress of the work so as to secure the safety of the workers and others. The Contractor is also responsible for the quality of work required and the stipulated rate of progress. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Specifications and Plans or in accordance with modifications as may be made by the Engineer in the form of addendum or written change orders. The presence of the Public Works Inspector does not relieve the Contractor of his obligation to comply with the requirements of the Plans, Specifications and Contract Documents.

The Contractor shall assume the defense of and indemnify and save harmless the CITY and its officers and agents from all claims of any kind arising from his own negligence or that of his agents in the performance of the Contract.

The Contractor shall be responsible for the custody of any material furnished him for the care of all work until its completion and final acceptance. He shall, at his own expense, replace damaged or lost material and repair damaged parts of the work, regardless of cause, or the same may be done at the Contractor's expense by the CITY.

During the progress of the work the Contractor shall keep the worksite in a neat and clean condition and free from any unsightly accumulation of rubbish. If stockpiling is necessary, the material shall be removed or disposed of weekly. He shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms and equipment belonging to him or used under his direction during construction. In the event of his failure to do so, the same may be removed by the CITY at the Contractor's expense.

All operations of the Contractor shall be conducted in such a manner as to avoid unnecessary dust. To this end, the Contractor shall provide equipment, materials, water, and labor to keep all parts of the work adequately sprinkled and dust free as determined by the Engineer. Full compensation for dust control measures and conforming with the provisions of this Section shall be included in the prices paid for the various contract items of work listed in the Bid Schedules, and no additional compensation will be allowed therefor.

SECTION 3. SCOPE OF WORK

ARTICLE 3.01 WORK TO BE DONE: The Contractor shall for the price bid furnish all the necessary labor, materials, equipment, methods, processes, implements, tools, and machinery except as otherwise specified to perform the required work in a thorough and workmanlike manner in accordance with the plans and specifications, and to the satisfaction of the Engineer.

ARTICLE 3.02 FINAL CLEANING UP: Before acceptance of the work and final payment therefor, the Contractor shall clean the work and all ground occupied by him in connection with the work, of all rubbish, excess materials, equipment and forms. All parts of the work shall be left in a neat and presentable condition.

ARTICLE 3.03 REPAIRS AND REPLACEMENTS: All damage done to existing facilities and improvements by the Contractor shall be repaired by him to the satisfaction of the Engineer. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the entire section back to the nearest scoring lines and not by refinishing the damaged portion.

SECTION 4. CONTROL OF THE WORK

ARTICLE 4.01 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS: These specifications, drawings, special provisions and all supplementary documents are essential parts of the contract. A requirement occurring in one is as binding as though occurring in all. The drawings and specifications are intended to be cooperative and to describe and provide for the workmanlike completion of proposed improvements. Refer to Subdivision 2.12.1 for precedence of Contract Documents.

ARTICLE 4.02 SPECIFICATIONS AND DRAWINGS: The Contractor shall keep at the work site a copy of the Specifications and Plans at all times and provide the Engineer access thereto.

The Contractor shall check all dimensions and quantities on the drawings or schedules herein contained or given to him by the Engineer, and shall notify the Engineer of errors therein which may be discovered by examining and checking the drawing. He shall not take advantage of any error or omission in these specifications, drawings or schedules, but should such error or omission be discovered, the Contractor shall notify the Engineer and the Contractor shall carry out the Engineer's instructions, as if originally specified.

ARTICLE 4.03 SUPERVISION BY THE CONTRACTOR: The Contractor shall give his personal superintendence to the work, using all his skills and attention in directing the performance of the work or he shall provide a competent, full-time superintendent or foreman with the authority to act on his behalf and whom shall be present to direct the work on the project at all times during its progress. All directions given to the Contractor's superintendent or other authorized supervisory employee shall be as binding as if delivered to the Contractor personally.

ARTICLE 4.04 LABOR: Any overseer, superintendent, laborer or other person employed by the Contractor who shall perform his work in a manner contrary to the specifications shall be discharged immediately and such person shall not again be employed on the project.

ARTICLE 4.05 LINES AND GRADES: The Contractor will set all lines and grades in accordance with the plans and all work done shall conform thereto. The Contractor shall dig all stake holes necessary to give lines and grades. The Contractor shall preserve all stakes set for lines, grades or measurements of the work in their proper places until authorized to remove them by the Engineer. Any expense incurred in replacing stakes which the Contractor or his subordinates may have failed to preserve shall be borne by the Contractor. Unless otherwise noted, the grade between two grade points shall be a straight line between such two points.

ARTICLE 4.06 INSPECTION: The Contractor shall notify the Engineer at least 48 hours in advance of starting or resuming work so that the Engineer can arrange for an assistant engineer or inspector to be present. Failure to give such notice shall be cause for rejection of such work. The Contractor shall furnish the engineers and inspectors reasonable facilities for obtaining such information as may be necessary to give them full information at all times respecting the progress and manner of doing the work and the character of the materials.

Subdivision 4.06.1 Special Inspection Fees: If the Contractor elects to work under this contract more than 8 hours per day and 40 hours per week; or Saturday, Sunday, overtime, or CITY Holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the special inspections fees which will be charged at the following rates:

Monday through Friday	$105.00 / hour
Saturday, Sunday, overtime and Holidays	$140.00 / hour

ARTICLE 4.07 DEFECTIVE WORK OR MATERIALS: Inspection of the work shall not relieve the Contractor of his obligation to fulfill his duty as herein prescribed. Defective work shall be made good by the Contractor. Unsuitable work and materials may be rejected notwithstanding that such work and materials were previously inspected by the Engineer and accepted or estimated for payment. If the work, or any part thereof, is determined to be defective at any time before final acceptance of the work, the Contractor shall forthwith make good such defect without additional compensation in a manner satisfactory to the Engineer.

If materials furnished and brought upon the job site by the Contractor for use in the work, or selected for the same by him shall be condemned by the Engineer as unsuitable or not in

conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

If the Contractor fails or neglects to make ordered repairs to defective work, or to remove rejected materials from the work site within 10 days after notification by the Engineer, the Engineer acting on behalf of the CITY may make the ordered repairs or remove the condemned materials and deduct the cost thereof from monies due to the Contractor.

ARTICLE 4.08 EQUIPMENT AND PLANT: Equipment not suitable to produce the quality of work required will not be permitted to operate on the project.

Plants, tools and equipment shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to insure the production of sufficient material to take the work to completion within the scheduled time frame. The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements and when ordered by the Engineer shall remove unsuitable equipment from the worksite and discontinue receiving materials from unsatisfactory plants.

ARTICLE 4.09 ADDITIONS OR OMISSIONS OF WORK, LABOR OR MATERIALS:

Subdivision 4.09.1: Additions: The Contractor shall make additional excavations, furnish and place additional imported borrow, plant-mixed surfacing, concrete or do other additional work or furnish other additional materials where the necessity for or the extent of such work or materials does not appear and cannot with reasonable diligence, cost and certainty, be determined in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could not be foreseen. Such additional work or materials shall be specified in writing by the Engineer, subject to approval of the CITY COUNCIL, and shall be paid for at the unit prices set for in the contract.

Subdivision 4.09.2: Omissions: The Contractor shall omit any portion of the work, labor or materials required to be done or furnished under the plans and the specifications when the necessity for the omission of said work, labor or materials does not appear and cannot with reasonable certainty, diligence and cost be ascertained in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could be foreseen; which said omission of work, labor or materials shall be specified and required in writing by the Engineer, subject to the approval of the CITY COUNCIL, and shall be deducted from the contract price at the unit prices therefore set forth in said contract. Where the contract price is a lump sum, then the cost of the amount deducted shall be proportion of said lump sum such as the quantity of work, labor or materials omitted bears to the quantity upon which said lump sum is based. If omission of work exceeds 25% of the Contract Price, the Contractor may be compensated by retaining a maximum 5% of the amount in excess of the 25% of the omitted work at the unit prices set forth in said contract.

Subdivision 4.09.3: Mark-Ups For Extra Work: The Contractor shall use the specified mark ups for all approved extra work:

For General Contractor's work, 15% mark-up for materials and equipment; and 20% mark-up for labor.

For Subcontracted work, 10% mark-up for the first $5,000; and 5% mark-up for costs in excess of $5,000.

Subdivision 4.09.4: Tool and Equipment Rental: The rates to be used in determining equipment rental costs shall be as listed in the Caltrans "Labor Surcharge and Equipment Rental Rates" publication in effect at the time of bid.

ARTICLE 4.10 FINAL INSPECTION: The Engineer will not make the final inspection until the work provided and contemplated by the contract has been completed and the final clean-up performed.

ARTICLE 4.11 CONTRACTOR REPORTING REQUIREMENTS: The following items shall be required as a part of Contractor payment requests. Incomplete submittal or omission of any of the following requirements shall be cause for rejection and return of payment requests to the Contractor for correction. All items shall be complete and current to the satisfaction of the Engineer. The Contractor shall provide all information for his own firm as well as each and every subcontractor. Payment requests shall include at least the following items:

- Breakdown of each pay item showing locations and quantities of work requested for payment.
- Certification that the as-built records are current and documented in writing.
- Submission of DBE information including DBE amounts completed to date, DBE providers, Monthly DBE Trucking Utilization Report, and certification that the Contractor is meeting DBE contractual requirements.
- Certified Payroll Reports.
- Updated work schedule.
- All change order requests complete to date, including all Force Account cost supporting documentation.
- Copies of all SWPPP and other Best Management Practices reports, and certification that BMP's are current and implemented.
- Certification of all federal requirement postings.
- Copies of test results (if testing is required of Contractor).
- Survey records, maps, cut sheets, calculations, and other data.
- Subcontractor Change Requests and subcontractor data.
- Other forms or reports as may be required by contract.

ARTICLE 4.12 PENALTIES: Notwithstanding penalty provisions elsewhere in these specifications, the CITY may impose financial penalties in the case of the Contractor not fulfilling his contractual obligations. These obligations include, but are not limited to, performing work within the time limits of the contract; public notification; implementation of Best Management

Practices, SWPPP, and other management plans; maintaining records; notification of the Engineer; traffic control; safety; controlling the work area; maintaining a competent supervisor on site at all times while performing work; surveying; testing; updating of schedules; and other such contractual obligations. The Contractor shall be responsible for all obligations and penalties applied to subcontractors as if he himself were performing the work.

The amount of penalty shall be equal to the daily liquidated damages, prorated for each 15 minute period, or portion of 15 minutes, of contract violation. Each violation shall be additive if multiple violations occur during the same time period.

ARTICLE 4.13 CLEANUP, TRAFFIC CONTROL, SAFETY: The Contractor shall maintain complete liability and responsibility for implementing project site cleanliness, traffic control, and safety at all times. If, in the opinion of the Engineer or his designated representative, there is a condition warranting corrective action by the Contractor, the Contractor will be advised and requested to correct the condition to the satisfaction of the Engineer. This requirement in no way absolves the Contractor of any obligation or duty to provide for the safety of persons and property at all times, nor does it impose any obligation or duty on the Engineer to provide any such services or advisement.

The Contractor's supervisor will not leave the project site until he has personally inspected and verified that all cleanliness, traffic control, and safety conditions are in a suitable condition, and has informed the Engineer that he has performed such an inspection. Likewise, no work may commence at the beginning of the work day until all cleanliness, traffic control, and safety measures and procedures have been reviewed, discussed, and implemented by the supervisor with all of the Contractor's and subcontractor's forces.

In the event that the Contractor does not immediately respond to the Engineer's request for corrective action, and the situation presents a hazard to persons and/or property, the Engineer may cause the work to be corrected by others. Likewise, in the event that the Contractor is not on site, cannot immediately respond, or is otherwise unavailable, the Engineer may cause the work to be corrected by others. If corrective work is performed by others, then the Contractor may be charged for all of the costs, including overhead and indirect costs, required to correct the work. Inspector's costs shall be per Article 4.06 INSPECTION. Engineer's costs shall be 1.5 times the noted Inspector's rate. In addition, the Engineer may impose additional penalties as provided for elsewhere in these specifications.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 4.14 REMOVAL OF PERSONNEL: The Engineer reserves the right to direct the Contractor to remove any specified personnel from the project at any time without reason. If directed, the Contractor shall immediately remove such personnel from the project site, and replace such with another competent person. This requirement shall apply to subcontractor personnel as if

they were the Contractor's personnel. Violation shall be subject to penalties as noted elsewhere in these specifications.

SECTION 5. CONTROL OF MATERIAL

ARTICLE 5.01 DRAWINGS AND INFORMATION REQUIRED OF CONTRACTOR: The Contractor shall before proceeding with the fabrication or erection of structures or appurtenances if called for under the contract and required in its erection thereof, furnish the Engineer with the information regarding same and shall submit to the Engineer for approval drawings, specifications, lists and graphs as required under these specifications. Said drawings, specifications, lists and graphs shall become the property of the CITY. In the event that the Engineer shall find that the drawings, specifications, lists and graphs as submitted by the Contractor, are in accordance with acceptable practice and meet the requirements of these specifications, the Engineer will return one (1) set of drawings and lists with his approval within 10 days after their receipt at the Engineer's office; otherwise, said drawings will be returned to the Contractor within the said 10 day period with a statement of the points wherein they have been found unsatisfactory, in which case, the Contractor at his own expense, shall proceed at once to revise said drawings and lists until they shall be found satisfactory by the Engineer and are approved by him. No fabrication shall be done prior to approval of drawings and lists. The Contractor shall have no claim for damages or extension of time on account of any delay due to revision of drawings as found necessary by the Engineer in order to fulfill the requirements of these specifications; but, regardless of such delays, the Contractor shall be liable to the CITY as provided in the specifications for any failure to complete the work as required by the terms of the contract. Revisions shown on shop drawings shall be considered as changes necessary to meet the requirements of specifications and shall not be taken as the basis of claims for extra work.

The approval of all drawings by the Engineer shall apply to general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein; nor shall said approval operate to waive or modify any provisions or requirement contained in these specifications.

ARTICLE 5.02 SAMPLES AND TESTS: All tests of materials furnished by the Contractor shall be made by a laboratory authorized by the Engineer to make the tests and work involved in the contract. The expense of such tests shall be included in the prices bid for the work.

Tests shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are described in the Standard Specifications.

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 materials.

Whenever reference is made in these specifications to standard tests or requirements of the American Society for Testing Materials, the reference shall be construed to mean the standards that are in effect at the date of these specifications.

ARTICLE 5.03 STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.

ARTICLE 5.04 SUBSTITUTION OF EQUIVALENTS: On demand of the CITY COUNCIL, the Bidder shall, at his own expense, furnish information or data concerning the article, equipment, material or process offered by him as an equivalent to that specified; and, if the CITY COUNCIL shall so require, the Bidder, at his own expense, shall have the article, equipment, materials or process tested to its quality, strength, physical, chemical or other characteristics, its durability, finish, efficiency or service by a reputable testing engineer or laboratory satisfactory to the CITY COUNCIL.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITIES

ARTICLE 6.01 LAWS TO BE OBSERVED AND DISPUTE RESOLUTION:

Subdivision 6.01.1 Laws and Regulations: The Contractor shall keep himself fully informed of all Federal and State laws, County and CITY ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the CITY and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and CITY ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

Subdivision 6.01.2 General: The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any

way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Subdivision 6.01.3 Eight-Hour Law: Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty twenty-five dollars ($25.00) for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 ½) times the basic rate of pay as provided in Section 1815.

Subdivision 6.01.4 Prevailing Rate of Per Diem Wages: Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the CITY fifty dollars ($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 done 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.

Subdivision 6.01.5 Certified Payroll: Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the CITY for each week in which any contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the CITY may withhold one thousand dollars ($1,000) for each weekly payroll certificate not received from payment due.

Subdivision 6.01.6 Governing Law, Venue, Dispute Resolution and Attorney's Fees: This Agreement will be governed by and construed in accordance with laws of the State of California. Specifically, Government Code Section 9204 (A summary of which is set forth in Subdivision 6.01.7). If any disputed portion of the claim is not resolved with the procedure set forth in Subdivision 6.01.7 herein, prior to commencing suit in a court of competent jurisdiction, any unresolved portion of any controversy, dispute or claim arising out of the Agreement will first be submitted to an alternative dispute resolution process as set forth in Subdivision 6.01.8 herein. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Orange, State of California. In the event either party hereto will bring suit to enforce any term of the Agreement or to recover any damages for and on account of the breach of any term

or condition of the Agreement, it is mutually agreed that the prevailing party in such action will recover all costs thereof, including reasonable attorney's fees, to be set by the court in such action.

Subdivision 6.01.7 Summary of Government Code Section 9204: A "claim" is a separate demand on the CITY by a Contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay;
- Payment by the CITY of money damages under the terms of the contract;
- Payment of an amount that is disputed by the CITY.

Initial Review. The claim must be supported by appropriate documentation. The CITY has forty-five (45) days within which to review the claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the claim. If the CITY does not issue a written statement, the claim is deemed rejected in its entirety. The CITY will pay any undisputed portion of the claim within sixty (60) days of issuing the statement.

Meet & Confer. If the Contractor disputes the CITY's written response, or if the City does not issue one, the Contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The CITY will schedule the meet and confer conference within thirty (30) days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within ten (10) business days of the meet and confer. The CITY will pay the undisputed portion within sixty (60) days of issuing this statement.

Mediation. With respect to any disputed portion remaining after the meet and confer, the CITY and Contractor must submit the matter to nonbinding mediation, agree to a mediator within ten (10) business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions. Amounts not paid by the CITY in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The CITY and Contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

Subdivision 6.01.8 Alternative Dispute Resolution: In the event that there is any controversy, dispute or claim arising out of or relating to this Agreement, which have not been resolved pursuant to the process summarized in Subdivision 6.01.7 herein, the parties hereto will consult and negotiate with each other and, recognizing their mutual interest, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of sixty (60) days, the matter will be submitted to nonbinding arbitration ("Process") by written notice from either party to the other. The parties will meet and confer in good faith and select an arbitrator that is agreeable to both sides. The Process will be completed no later than one hundred twenty (120) days ("Process Period") after tender of the aforementioned written notice, unless the Parties mutually agree to an extension of the Process Period. If the matter is not successfully resolved by

the Process, within the Process Period, the parties are free to commence litigation in a court of competent jurisdiction as defined in Subdivision 6.01.6 herein. Any litigation commenced without both parties' consent prior to the end of the Process Period, will be subject to a stay until the end of the Process Period. The Parties further agree to equally bear the cost of the Process.

ARTICLE 6.02 PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incident to the due and lawful prosecution of the work. No fee is charged for an Encroachment Permit issued by the CITY for a Public Works Project. The Contractor and his subcontractors shall obtain a CITY Business License.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.03 PATENTS: The Contractor shall assume all costs arising from use of patented materials, equipment, devices or processes used on or incorporated in the work and agrees to indemnify and save harmless the CITY, the CITY COUNCIL, the City Engineer and their fully authorized representatives from all suits of law or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

ARTICLE 6.04 PRESERVATION OF PROPERTY: The Contractor shall conduct the operations in a careful and prudent manner to avoid damage to adjacent property.

The Contractor shall preserve and protect all on-site and roadside trees from injury. All trees useful for shade or other purposes shall be cared for by the Contractor and no trees within the limits of project site shall be cut or removed unless indicated on the plans.

All fences along the line of the improvement shall be protected by the Contractor; if they are injured or destroyed they shall be restored to a condition as good as when he entered upon the work. It is required that the Contractor replace in kind or reimburse the owners thereof for all fences, shrubs, buildings and other improvements damaged or removed by the construction operations not shown on the plans.

The Contractor shall preserve and protect from damage to all buildings, pole lines, pipe lines and all direction, warning and mileage signs and any other structures which have been placed within the limits of the project site.

Full compensation for conforming to the requirements in this article shall be considered as included in the price bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.05 PRESERVATION OF MONUMENTS: The Contractor shall not disturb any monuments, stakes or sign posts found on the line of the improvement until authorized by the

Engineer. The Contractor shall bear the expense of resetting any monument, stakes or sign posts which may be disturbed without authorization from the Engineer. After construction and prior to final acceptance, the Contractor's land surveyor or qualified Civil Engineer shall re-survey all field monuments and centerline ties within the construction zone, prepare tie sheets and Corner Record sheets, and file them with the City Engineer for review. After review by the City Engineer, the land surveyor shall file the Corner Records with the Orange County Land Surveyors Office as required by law, and file certified copies of the Corner Records with the City Engineer. Project retention will not be released until all records are recorded with the County Land Surveyor Office.

ARTICLE 6.06 RESPONSIBILITY FOR DAMAGE: During the progress of the work, the CITY will not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for injury to any person or persons, either workmen or the public, or for damage to adjoining property from any cause which might have been prevented by the Contractor or his workmen or any one employed by him, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work, or at any time before its completion and final acceptance and shall indemnify and save harmless the CITY and/or its officers and/or its employees from all suits or actions of every name and description brought for or on account of any injuries or damages received or sustained by any person or persons by or from the Contractor, his servants or agents in the construction of the work or by or in consequence of any negligence in guarding the same in improper materials used in its construction or by or on account of any act or omission of the Contractor or his agents.

ARTICLE 6.07 COOPERATION BETWEEN CONTRACTORS: Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, person or property or for loss caused by failure to finish the work within the time specified for completion.

ARTICLE 6.08 CONTRACTOR'S RESPONSIBILITY FOR WORK: Except as provided above, until the formal acceptance of the work by the CITY COUNCIL, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof except for such injuries or damages as occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage of the project site and erect temporary structures where necessary.

ARTICLE 6.09 NO PERSONAL LIABILITY: Before the contract is executed on behalf of the CITY, a bidder to whom the contract has been awarded shall furnish to the CITY a policy or certificate of protective liability insurance in which the CITY shall be named as an additional

insured with the bidder. The policy shall insure the CITY, his officers, and his employees; the bidder, his employees and his subcontractors and their employees, their heirs, agents and employees; while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the CITY. The policy shall provide for the following limits:

Public liability insurance in an amount not less than $5,000,000.00 for injuries including accidental death for any one person and subject to the same limit for each person in an amount not less than $5,000,000.00 on account of any one accident.

Property damage insurance in an amount not less than $5,000,000.00 each occurrence and $5,000,000.00 aggregate.

All insurance issued in compliance with this section shall be insured in the form and by the insurer or insurers satisfactory to and first approved by the CITY in writing. The Contractor shall not allow any subcontractor to commence work on his subcontract until the subcontractor has secured all required bonds and insurance.

ARTICLE 6.10 WORKER'S COMPENSATION INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance as required by applicable state or territorial law for all of his employees to be engaged in work at the site of the project under this Contract. In case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

The Contractor and/or subcontractor shall file a copy of their Certificate of Compensation Insurance with the CITY and no work shall begin until such certificate is filed with the CITY. In the event of cancellation, the insurance company shall give the CITY ten (10) days written notice.

ARTICLE 6.11 SUBCONTRACTING: Attention is directed to the provisions in Section 1-6.2, "Subcontractor Listing", of the Standard Specifications and these Special Provisions.

In accordance with the requirements of Sections 4100 to 4133 inclusive of the Public Contract Code, each bidder shall list in his Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract all or a portion of work and shall list each subcontractor licensed by the State of California proposed by the bidder to specially fabricate and install all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each subcontractor.

A sheet for listing the subcontractors as required is included in the proposal. The successful responsible bidder shall submit a letter to the CITY requesting approval of all subcontractors.

Included in the letter shall be a list of the names and addresses of each Contractor, items to be subcontracted by item number, brief description of the item, and contract bid value. If only a portion of the item is to be subcontracted, that portion and dollar value of work, based on contract item bid value, shall be indicated.

No subcontractor shall be permitted to perform any work under the contract without having first been approved, in writing, by the CITY.

ARTICLE 6.12 TRESPASS: The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

ARTICLE 6.13 SAFETY, SANITARY AND MEDICAL REQUIREMENTS: The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case any such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

ARTICLE 6.14 WATER AND POWER: Unless otherwise provided in the Special Provisions, the Contractor shall provide, at his own expense, all necessary water and power required for his operations under the contract.

ARTICLE 6.15 PROTECTION OF UNDERGROUND FACILITIES: Attention is directed to the possible existence of underground facilities not known to the CITY or in a location different from that which is indicated on the plans or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, he shall immediately give the Engineer written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the Engineer and the Contractor will be paid for such work as extra work as provided in Section 7-4, "Payment for extra work" of the Standard Specifications.

ARTICLE 6.16 AIR POLLUTION CONTROL: Section 3-12.2, "Air Pollution Control", of the Standard Specifications is supplemented by the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints,

thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

ARTICLE 6.17 PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is necessary the material shall be removed or disposed of on the next working day, except that stockpiles shall not be left in the public right of way on weekends or holidays.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.18 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION: The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

ARTICLE 6.19 SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations between the hours of 7:30 a.m. and 4:00 p.m. shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.20 LEGAL RELATIONS AND RESPONSIBILITY: The Contractor's attention is directed to the provisions of Section 5, "Legal Relations and Responsibilities", of the Standard

Specifications and these Special Provisions for the requirements and conditions which he must observe in the execution of the work.

SECTION 7. PROSECUTION AND PROGRESS

ARTICLE 7.01 PROSECUTION AND PROGRESS: The Contractor's attention is directed to Section 6, "Prosecution and Progress of the Work", of the Standard Specifications.

ARTICLE 7.02 TIME LIMIT: The work specified herein and shown on the Plans and Specifications shall be completed within **Forty-five (45) working days** from the start date specified in the Notice To Proceed. Attention is directed to Section 3-13 and 6-9 of the Standard Specifications for Public Works Construction (The "Greenbook"), "Completion, Acceptance, and Warranty"; and "Liquidated Damages". The CITY shall withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work. Liquidated damages for all work except plant establishment are as shown in the following table:

Liquidated Damages

Total bid		Liquidated damages per day
From over	To	
$0	$50,000	$1,200
$50,000	$120,000	$1,500
$120,000	$1,000,000	$1,900
$1,000,000	$5,000,000	$3,000
$5,000,000	$10,000,000	$5,400

If the total amount of working days have expired and the work is not complete, liquidated damages are one thousand nine hundred dollars (**$1,900)** per calendar day.

SECTION 8. PAYMENTS

Within fifteen (15) workdays after the date of acceptance of the work the Engineer will cause to be filed on behalf of the CITY in the Office of the County Recorder a Notice of Completion of the work herein agreed to be done by the Contractor.

Upon expiration of thirty-five (35) days after the filing of such Notice of Completion of the work, the CITY will pay to the Contractor the amount remaining after deduction from the amount of value stated in the above-mentioned estimate all prior payments to the contract and all amounts to be kept and retained under the provisions of the Contract.

If the Contractor disagrees with the Engineer's final estimate and within said period of thirty-five (35) days files a written statement of his claims, the Engineer will issue as a semi-final estimate the proposed estimate submitted to the Contractor and the CITY will within thirty (30) days pay the

sum found due thereon after deducting from the amount of value stated in the first mentioned estimate all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract. The Engineer will then consider and investigate the Contractor's claim and will make such revision in the said estimate as he may find to be due and will then certify in writing to the City Clerk the whole amount and value of the work done by the Contractor under and according to the terms of the contract. The CITY will pay the amount so found due after deducting all previous payments, amounts to be retained under the contract, and amounts which may be retained in accordance with the applicable specifications.

ARTICLE 8.01 PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Pay requests shall be submitted on or before the 20th day of each month. The estimate may include only work completed up to and including this date.

Progress pay requests showing work not accomplished by the 20th day of the month shall be rejected.

ARTICLE 8.02 PAY RETENTION: From each progress estimate **five (5)** percent will be deducted and retained in accordance with Section 7-3.2 of the Standard Specifications.

ARTICLE 8.03 FINAL ESTIMATE AND PAYMENT: Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his part the Contractor shall submit to the Engineer a written statement to the final quantities of contract items for inclusion in the final estimate.

All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made thereunder shall be final and conclusive upon the Contractor.

ARTICLE 8.04 TAXES: No mention shall be made of sales tax or use tax, as all bid prices submitted shall be considered as including such tax.

SECTION 9. WORK SCHEDULES

ARTICLE 9.01 WORK SCHEDULE: Before the commencement of work, the Contractor shall submit a work schedule prepared using the latest version of Microsoft Project or approved equal to the Engineer for approval. The work schedule shall be submitted at least five (5) days prior to commencement of work or at the Pre-Construction Meeting, and shall be kept current through the progress of the work. The work shall be performed in order of their priorities and as directed by the Engineer.

The contractor shall schedule his work so that all excavated locations shall be poured concrete no later than Friday. The contractor shall not excavate any location that he is not sure that he is able to pour on Friday. No excavated location is allowed over weekends and / or holidays. The contractor shall pay the sum of one hundred dollars ($100.00) per each calendar day for each

excavation left open and not poured concrete over the weekend starting on Saturday or over a holiday for the sidewalk portion of the work.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 10. CITY REQUIREMENTS

ARTICLE 10.01 FAIR EMPLOYMENT PRACTICES: In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, age, handicap status, or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, age, handicap status, 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 by awarding authority setting forth the provisions of this fair Employment Practices section.

2. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applications for employment.

3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records the Fair Employment Practices Commission, the CITY or any other appropriate agency designated by the CITY for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

4. The finding of willful violation of the Fair Employment practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the CITY as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids.

   The CITY shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government

Code Section 12970 or obtained an injunction under the Government Code Section 12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, the CITY shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees, that should the CITY determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1755, the Contractor shall, as a penalty to the Agency, forfeit for each calendar day, or portions thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The Agency may deduct any such damages from any monies due to the Contractor from the Contract.

6. a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the CITY from pursuing any other remedies that may be available by law.

   b. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

7. Prior to award of the Contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance which shall be evaluated in each case by the CITY.

   a. The Contractor shall provide evidence, as required by the CITY, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

   b. The Contractor shall provide evidence, as required by the CITY, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

   c. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

      (1) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

      (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified

minority workers will be available and given an equal opportunity for employment.

d. The Contractor shall notify the CITY of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

8. The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

9. The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.

10. The Contractor shall comply with the procedures and conditions set forth in Section XII of the City of La Habra Affirmative Action Plan as adopted by Resolution 2404 of the City of La Habra January 21, 1975, a portion of which reads as follows:

"It shall be the policy of the City of La Habra to require all contractors and vendors doing business with the CITY in an amount in excess of $50,000.00 and/or 200 employees to certify their compliance with Title VII of the civil Rights Act and the Equal Employment Opportunity Act of 1972. Said certification shall be stipulated by the CITY to safeguard against discrimination by contractors or vendors on the basis of race, color, creed, sex, age, or nationality concerning the practices of recruitment, promotion, demotion, transfer, layoff, or termination. A violation of this non-discrimination certification will be considered a material provision violation and shall be grounds for termination or suspension, in whole or in part, of the contract by the CITY".

SECTION 11. CONSTRUCTION DETAILS

ARTICLE 11.01 GENERAL:

Subdivision 11.01.1 Description of Work: **The Work comprises furnishing all materials, equipment, tools, labor and incidentals per the Plans, Specifications, and Contract Documents for the project. The general items consist of but not limited to Mobilization; Storm Water Best Management Practices (BMPs); Excavation and Disposal; Cold Mill; Construct and Compact Crushed Miscellaneous Base Material (CMB); Construct AC Pavement; Construct Header Board; Remove Existing and Construct PCC Alley Approach; Remove Existing and Construct Sidewalk; Remove Existing and Construct PCC Curb & Gutter; and all associated work as identified on the Plans, Specification, and Detail Construction Drawings in the City of La Habra.**

Subdivision 11.01.2 Order of Work: Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications for Public Works Construction (The "Greenbook") and these Special Provisions.

The following is a general order of work to be performed under this contract:

The first order of work shall be submitting submittals, getting approval of submittals and the ordering of all materials requiring long lead-times consistent with the requirements of Section 4-2 of these Special Provisions. The Contractor shall order all long lead-time supplies, materials, and equipment, within 3 working days after the award of Contract by the City.

The second order of work shall be the distribution of written notification to each resident or business affected by the construction and placement of two (2) printed message boards ten (10) working days prior to the start of work.

The third order of work shall be to install traffic control required for the work.

The fourth order of work shall be to install initial project Storm Water Pollution Prevention Control BMP's per the approved Water Pollution Control Plan (WPCP).

The Contractor shall determine the sequence of work necessary to diligently pursue completion of the work, in accordance with the Special Provisions.

Contractor is advised that pavement fabric and soil with high arsenic levels may be encountered. The Contractor shall be responsible for removal and disposal of pavement fabric and soil with high arsenic levels at no additional expense.

Subdivision 11.01.3 Public Convenience and Access: The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to the public.

At least five (5) days prior to commencing work, the Contractor shall submit to the City Engineer his construction schedule for approval in accordance with Section 9. The Contractor shall distribute to each resident or business affected by the construction a written notice at least ten (10) days prior to commencing construction. The notice shall include the date and working hours of construction. It shall be the Contractor's responsibility to complete the notification letter with the proper dates at the time of notification. If the Contractor fails to meet the schedule indicated in the Notice, the Contractor shall reschedule his work and re-notify the residents.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct the Contractor's attention to the existence of such hazards. The Contractor shall provide all necessary warning and protective measures immediately, at his expense. Whether the Engineer points out the inadequacy of warning and protective measures or not, such action, or lack of action, on the part of the Engineer shall not relieve the Contractor from the responsibility for public safety or abrogate his obligation to furnish and pay for safety measures

and devices. If attention is directed to the existence of a hazard, and the Contractor fails to provide an appropriate remedy, any expense incurred by the CITY for furnishing or maintaining safety measures and devices may be deducted from the pay estimates and the total contract price for the work.

The Contractor shall be responsible for maintaining location of, and access to, all utility valves during construction operations.

The Contractor shall be responsible for maintaining location of, and access to, all pedestrian walkways, driveways, and all access at all times unless approved by the Engineer.

Traffic maintenance shall conform to the provisions in Section 5-7 "Safety" of the Standard Specifications and these Special Provisions (and as shown in the drawings).

Subdivision 11.01.4 Public Notice: The Contractor shall notify businesses and residents affected by the construction in writing not less than ten (10) days in advance of commencement of demolition, construction, or storage of materials in the street. The notice shall include but not be limited to:

1. The Time and Date of Commencement.
2. Date of Completion.

A copy of the letter shall be submitted to the City Engineer for approval prior to distribution.

The Contractor shall also notify La Habra Police Department, Los Angeles County Fire Department, Trash Hauler, Post Office, Ambulance Service, La Habra City School District, and Lowell Joint School District about the construction. It shall be the Contractor's responsibility to complete the notification letter, with the proper dates, at the time of notification. If the Contractor fails to meet the schedule indicated in the notice, the Contractor shall reschedule his work and re-notify all those listed above.

Subdivision 11.01.5 Hours of Work: All work shall be performed between 7:00 A.M. and 4:00 P.M., Mondays through Fridays except holidays. No work shall be performed outside normal working hours without advanced authorization from the Engineer. If work is adjacent to a school or on a major street, working hours will be restricted to 9:00 A.M. and 3:00 P.M., Mondays through Fridays except holidays. For any inspection outside of regular working hours, the Contractor shall pay all costs for the inspector's time. Request for overtime inspection shall be made in writing to the Engineer.

ARTICLE 11.02 FURNISH AND APPLY WATER: Should the Contractor require water for construction operations, such as for compaction and dust control, he may use water from any fire hydrant adjacent to the job site upon application of a "No Fee" permit from the CITY, Engineering Department. The Contractor shall apply water for dust control as necessary and as directed by the Engineer.

Prior to using water, the Contractor shall install a water meter, a valve and an approved back-flow prevention device on the fire hydrant at his expense. The Contractor shall notify the Los Angeles County Fire Department and the Public Works Department twenty-four (24) hours in advance, stating the location of the hydrant and the hours when it will be used. The Contractor shall operate the fire hydrant with a hydrant wrench only. Should damage occur to the hydrant, the Contractor shall make repairs at his expense and/or further use of CITY Water may be prohibited. The meter will be used for monitoring water use only. The Contractor will not be charged for water used on the project.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.03 DUST CONTROL: The Contractor shall at all times, including weekends, at his expense, control dust on the project. Should the Contractor fail to maintain adequate dust control, the CITY will maintain the site, and an amount equal to twice the actual cost shall be assessed to the Contractor.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.04 EXCESS EXCAVATED MATERIAL: Excess excavated material shall be removed from the site and disposed of by the Contractor at his own expense. Excavated material including base, rock and subgrade soils, shall be removed from the job site at the end of the work week. Failure to do so will result in the CITY removing material at the Contractor's expense. Cost shall be calculated at actual cost for labor and equipment plus administrative charges.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.05 STORAGE OF MATERIALS: The Contractor shall at all times carefully and properly protect all materials of every description both before and after being used in the work and provide any enclosing or special protection from the weather as deemed necessary by the Engineer.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.06 SOLID WASTE COLLECTION: If collection of solid waste shall occur during park construction, the Contractor shall assist the solid waste collection contractor in accessing containers for his collection of solid waste.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.07 APPURTENANT WORK: All items in the proposal form are considered as complete in place including all incidental and appurtenant work and materials necessary for the satisfactory completion of the same.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.08 STORAGE YARD: The Contractor shall at his expense provide a storage yard for his equipment, tools, and materials to be stored. Location of storage yard shall be approved by the Engineer.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.09 PUBLIC UTILITIES: It is the Contractor's responsibility to notify Underground Service Alert (USA) to locate facilities prior to beginning the work. In addition, the Contractor shall locate service laterals that may be affected by the work and take measures to protect all utilities and service laterals in the streets and parkways.

The Contractor shall determine for himself the exact location of all public and private utilities, facilities or substructures, which are not shown on the plans. In the event any utility, facility or substructure is disturbed or damaged, whether in its original or relocated position, the Contractor shall immediately cause repairs to be made to the satisfaction of the owner at no cost to the CITY.

The Contractor shall notify the utility companies at least forty-eight (48) hours prior to construction.

AT&T	YVETTE GAROFANO	(714) 618-9146
CALIFORNIA DOMESTIC WATER COMPANY	CHE VENEGAS	(562) 947-3811
CHEVRON USA	DAVE ZERLER	(310) 669-4014
CITY OF LA HABRA SEWER AND WATER DEPT	BRIAN JONES	(562) 383-4170
COMCAST CABLE COMPANY		(800) 501-5738
CRIMSON PIPELINE	APRIL HARVEY	(562) 285-4195
CR&R (WASTE HAULER)		(714) 372-8209
FRONTIER COMMUNICATIONS	ARIEL FATALA	(714) 375-6717
KINDER MORGAN	DON QUINN	(714) 560-4400

LA HABRA HEIGHTS WATER COMPANY		(562) 697-6769
METROPOLITAN WATER DISTRICT	MATT PARRY	(714) 577-5084
MOBIL OIL	RUTH CRONIN-FRUITT	(310) 212-1761
ORANGE COUNTY SANITATION DISTRICT	DANIEL LEE	(714) 593-7176
PLAINS ALL AMERICAN PIPELINE	JOE MATTEO	(562) 728-2368
SO CAL EDISON	JIMMY PARKIN	(714) 578-3434
SO CAL GAS	GABRIEL DAVALOS	(213) 231-7688
SHELL PIPE COMPANY	CLARINDA MALDONADO	(310) 816-2063
SUBURBAN WATER SYSTEMS	TOM MEDINA	(562) 755-5015
SPECTRUM	DOMINIC HERNANDEZ	(714) 287-9385
TORRANCE LOGISTICS COMPANY	TERI A. SHINDE	(310) 212-1794
UNOCAL	ARNA ADAMS	(213) 864-5663
WESCON C/O VINTAGE PRODUCTION	EMILIO RODRIGUEZ	(562) 665-9255
UNDERGROUND SERVICE ALERT		(800) 422-4133
ELLER MEDIA		(714) 289-2018

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.10 CONSTRUCTION SURVEY AND MONUMENTATION: The Contractor shall provide all labor, work and materials necessary to survey the work to conform to plan lines and limits, provide grades for drainage, establish pavement grades, match to existing conditions, and otherwise lay out the work as necessary for construction. The Contractor shall review and set all reference points, grades and elevations to the satisfaction of the Engineer prior to construction operations.

Prior to the start of construction, the Contractor's licensed land surveyor or registered Civil Engineer licensed to practice land surveying in the State of California shall, in conformance with California State Law AB 1414, locate all monuments (whether or not of record), bench marks, and centerline ties within the construction zone, i.e., within one hundred feet of the construction activity. Additional ties to monuments shall be set when ties are missing (min. 4 ties per monument.) The Contractor's surveyor or qualified Civil Engineer shall prepare and submit for review to the Engineer separate tie sheets and Corner Record sheets (monuments not of record shall have only tie sheets prepared.) Tie sheets and Corner Records shall conform to the County Standards and the County Engineers' Association of California's "Guide to the Preparation of Records of Survey and Corner Records" document as provided by the County of Orange Land Surveyor's Office. Upon review by the Engineer, the Land Surveyor shall file the Corner Records with the County of Orange Land Surveyor's Office. Certified Corner Records shall be filed with the Engineer of the City of La Habra.

After construction and prior to final acceptance by the CITY of the construction project, the Contractor's land surveyor or qualified Civil Engineer shall re-survey all field monuments and centerline ties within the construction zone, prepare tie sheets and Corner Record sheet as indicated above, and file them with the City Engineer for review. After review by the City Engineer the land surveyor shall file the Corner Records with the County Land Surveyors Office, and file certified copies of the Corner Records with the City Engineer.

All survey monuments removed or altered as a result of construction shall be reset, Corner Records filed with the County of Orange Land Surveyor's Office, and approved final Corner Records filed with the Engineer. Centerline ties removed as a result of construction shall be reset and tie sheets filed with the Engineer.

The land surveyor shall provide a letter of certification for all monuments having four or more existing ties which are within 0.02 ft plus or minus of the original CITY tie sheet records. When several monuments are ties appear on one tie sheet and one of the ties has changed the land surveyor shall re-measure all of the ties and re-file a new tie sheet with the CITY as required herein.

County of Orange permanent and temporary bench marks within the construction zone shall be located by survey, and the Contractor's Land Surveyor shall send a written notification of impending construction to the County of Orange Land Surveyor's Office two weeks prior to construction.

Lines and grades for the construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California Licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Engineer. The Contractor shall be responsible for any errors in the finished work, and shall notify the Engineer, in writing, within twenty-four (24) hours, of any discrepancies, or design errors during the construction staking.

Contractor shall provide construction surveying for relocation of any conflicting utilities and provide a reasonable time window of opportunity to the utility owners to relocate their facilities after the survey is provided by the Contractor.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.11 WASTE MANAGEMENT: The Contractor shall comply with the requirements of AB939 and City of La Habra Construction and Demolition Ordinance, and submit a Waste Management Plan for the approval of the Engineer.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.12 PUBLIC CONVENIENCE AND SAFETY: At least five (5) working days prior to commencing work, the Contractor shall submit its construction schedule to the Agency for approval. This schedule shall allow residents on the streets to park within a reasonable distance from their homes. Based upon the construction schedule, the Contractor shall notify residents and businesses of the work and post temporary "No Parking" signs. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least forty-eight (48) hours prior to the commencement of work.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in 5-7, "Safety" in the Standard Specifications or as directed by the Engineer.

Closures and parking restrictions shall only be made for the amount of time necessary to complete construction activities. Areas that do not have active construction work shall be secured and reopened as directed by the Engineer. Extents of closures and parking restrictions shall be limited to areas as necessary for immediate construction activities.

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools, and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. The use of steel plates may be required to provide access.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.13 BID SCHEDULE: The quantities and sizes of materials shown in the bid schedule are for bid purposes only. The actual quantities used for construction and payment purposes shall be measured and determined by the CITY.

ARTICLE 11.14 EARTHWORK: Earthwork shall conform to the requirements of Section 300, "Earthwork" of the Standard Specifications and shall include all demolition, saw-cut, excavation, grading, removal, disposal, backfilling or any other work necessary to prepare the sub-grade for construction of improvements.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.15 TRENCHING: (Public Contracts Code Section 7104) If the herein public works contract involved digging trenches or other excavations that extend deeper than four feet below the surface the Contractor shall promptly, and before the following conditions are distributed, notify the local public entity, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
4. The CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
5. That, in the event that a dispute arises between the CITY and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract (Section 6.01.6 of the herein Special Provisions) or by the law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 12: CONSTRUCTION BID ITEMS FOR ALLEY NO. 27, 45, and 86 IMPROVEMENT FY 2020-21:

ARTICLE 12.01 MOBILIZATION AND DEMOBILIZATION: Mobilization and Demobilization shall include all labor, work, and materials necessary to mobilize and demobilize forces, equipment, and materials; obtain bonding, insurance, permits, licenses; protect in place items shown on plans and other work as necessary to prepare for construction of the work. . **Any items damaged, that should have been protected, will be repaired and replaced at the Contractor's expense.**

Full compensation for complying with the work contained in this article for MOBILIZATION AND DEMOBILIZATION shall be considered included in the contract bid price per Lump Sum (LS), and no additional compensation will be allowed therefor. One half of the bid amount shall be paid upon beginning work and completion of at least ten percent (10%) of the other bid items. One half shall be paid upon completion of work, punch-list items, and complete cleanup and restoration of the project site. The compensation shall be limited to Five Percent (5%) of the total bid amount and no additional payment will be made thereafter.

ARTICLE 12.02 STORM WATER BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall comply with Section 3-12, "Work Site Maintenance" of the Standard Specifications for Public Works Construction. The Contractor shall not permit polluted water to enter a catch basin or drainage channel. Water pollution control work shall consist of constructing those facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES No. CAS000002) California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, or ordered by the Engineer. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary pollution control measures including, but not limited to, dikes, basins, ditches and the application of straw and seed which become necessary as a result of his operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit to the Engineer for acceptance a Water Pollution Control Plan (WPCP) for effective control of water pollution. Such WPCP shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other bodies of water.

The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such WPCP has been accepted. The Contractor shall revise and bring up to date said WPCP at any time the Engineer makes written request for such revision.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised WPCP in not more than ten (10) days.

The CITY shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised WPCP, nor for any delays to the work due to the Contractor's failure to submit an acceptable WPCP.

The Contractor may request the Engineer to waive the requirement for submission of a written WPCP for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written WPCP for control of water pollution will not preclude submittal of a written WPCP at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

Where erosion control damage will cause water pollution which is probably due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Compliance with the requirements of this article shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.

All water pollution control work performed in accordance with the accepted WPCP which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:

(1) Such water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.

(2) Such water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 7-4, "Payment for Extra Work" of the Standard Specifications.

Except as otherwise provided in this Article 12.02, or in the Standard Specifications or elsewhere in these Special Provisions, full compensation for complying with the work contained in this article for STORM WATER BEST MANAGEMENT PRACTICES (BMPs) shall be considered included in the contract bid price per Lump Sum (LS), and no additional compensation will be allowed therefor.

ARTICLE 12.03 CONSTRUCTION SURVEY AND MONUMENTATION PERPETUATION: The Contractor shall provide all labor, work and materials necessary to survey the work to conform to plan lines and limits, provide grades for drainage, establish pavement grades, match to existing conditions, and otherwise lay out the work as necessary for construction. The Contractor shall review and set all reference points, grades and elevations to the satisfaction of the Engineer prior to construction operations.

Prior to the start of construction, the Contractor's licensed land surveyor or registered Civil Engineer licensed to practice land surveying in the State of California shall, in conformance with California State Law AB 1414, locate all monuments (whether or not of record), bench marks, and centerline ties within the construction zone, i.e., within one hundred feet of the construction activity. Additional ties to monuments shall be set when ties are missing (min. 4 ties per monument.) The Contractor's surveyor or qualified Civil Engineer shall prepare and submit for review to the Engineer separate tie sheets and Corner Record sheets (monuments not of record shall have only tie sheets prepared.) Tie sheets and Corner Records shall conform to the County Standards and the County Engineers' Association of California's "Guide to the Preparation of Records of Survey and Corner Records" document as provided by the County of Orange Land Surveyor's Office. Upon review by the Engineer, the Land Surveyor shall file the Corner Records with the County of Orange Land Surveyor's Office. Certified Corner Records shall be filed with the Engineer of the City of La Habra.

After construction and prior to final acceptance by the City of the construction project, the Contractor's land surveyor or qualified Civil Engineer shall re-survey all field monuments and centerline ties within the construction zone, prepare tie sheets and Corner Record sheet as indicated above, and file them with the City Engineer for review. After review by the City Engineer the land surveyor shall file the Corner Records with the County Land Surveyors Office, and file certified copies of the Corner Records with the City Engineer.

All survey monuments removed or altered as a result of construction shall be reset, Corner Records filed with the County of Orange Land Surveyor's Office, and approved final Corner Records filed with the Engineer. Centerline ties removed as a result of construction shall be reset and tie sheets filed with the Engineer.

The land surveyor shall provide a letter of certification for all monuments having four or more existing ties which are within 0.02 ft plus or minus of the original City tie sheet records. When several monuments are ties appear on one tie sheet and one of the ties has changed the land surveyor shall re-measure all of the ties and re-file a new tie sheet with the City as required herein.

County of Orange permanent and temporary bench marks within the construction zone shall be located by survey, and the Contractor's Land Surveyor shall send a written notification of impending construction to the County of Orange Land Surveyor's Office two weeks prior to construction.

Lines and grades for the construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California Licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Engineer. The Contractor shall be responsible for any errors in the finished work, and shall notify the Engineer, in writing, within 24 hours, of any discrepancies, or design errors during the construction staking.

Contractor shall provide construction surveying for relocation of any conflicting utilities and provide a reasonable time window of opportunity to the utility owners to relocate their facilities after the survey is provided by the Contractor.

The compensation shall be limited to Two Percent (2%) of the total bid amount and no additional payment will be made thereafter. Full compensation for conforming to the requirements in this article shall be included in the contract Lump Sum (LS) price bid for CONSTRUCTION SURVEY & MONUMENTATION PERPETUATION and no additional compensation will be allowed therefore.

ARTICLE 12.04 TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY: At least 10 working days prior to commencing work, the Contractor shall submit its construction schedule to the Agency for approval. This schedule shall allow residents on the streets to park within a reasonable distance from their homes. Based upon the construction schedule, the Contractor shall notify residents and businesses of the work and post temporary "No Parking" signs 72 hours in advance of the restriction. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled paving of the streets affected.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in 7-10 in the Standard Specifications or as directed by the Engineer.

All traffic control devices (delineators, signs, etc.) must be picked up at the end of the workday and stored off-site at an approved location. Traffic control devices may not be left overnight in the medians, at the curb, on sidewalks, etc. All graffiti on construction traffic control devices (delineators, signs, etc.) must be removed daily, or the signs be replaced.

Prior to construction, the Contractor shall submit to the Engineer for approval, a traffic control and a phasing plan. This plan shall include, but not be limited to, location of all signs and barriers and proposed traffic flow diagrams. The information shall include the minimum requirements of the State of California Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

Trench plates shall be H20 load rated, skid resistant, and shall have traffic markings as needed to designate existing lane lines.

The construction schedule shall include pipeline chlorination, testing, tie-ins, and water service switchovers.

NOTE: The Contractor is notified that portions of this work is in the vicinity of, and along the route of schools. The Contractor shall take sufficient precautions to protect his work and the traveling public, especially during school hour commutes and events.

The Contractor shall furnish at his expense and with no extra cost to the CITY such flagmen and guards as are necessary to give adequate warning to the public that roadway work is underway and of any dangerous conditions to be encountered. Flagmen shall perform their duties and be provided with equipment in accordance with current "Instructions to Flagmen" of the State of California, Division of Highways. The equipment shall be furnished, kept clean and in good repair by the Contractor at his own expense. The Contractor shall furnish, erect, maintain and regularly inspect barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth in the State of California Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

Closures and parking restrictions shall only be made for the amount of time necessary to complete construction activities. Areas that do not have active construction work shall be secured and reopened as directed by the Engineer. Extents of closures and parking restrictions shall be limited to areas as necessary for immediate construction activities.

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct the Contractor's attention to the existence of such hazards. The Contractor shall provide all necessary warning and protective measures immediately, at his expense. Whether the Engineer points out the inadequacy of warning and protective measures or not, such action, or lack of action, on the part of the Engineer shall not relieve the Contractor from the responsibility for public safety or abrogate his obligation to furnish and pay for safety measures and devices. If attention is directed to the existence of a hazard, and the Contractor fails to provide an appropriate remedy, any expense incurred by the CITY for furnishing or maintaining safety measures and devices may be deducted from the pay estimates and the total contract price for the work.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools, and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding (300 feet), shall be maintained unless otherwise approved by the Engineer.

Traffic maintenance shall conform to the provisions in Section 7-10 of the Standard Specifications and these Special Provisions.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the Contractor in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

Full compensation for conforming to the requirements in this article shall be considered as included in the contract lump sum (LS) price bid for "TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY", and shall include all labor, materials, tools and appurtenances necessary to complete the work and no additional compensation will be allowed therefore. The compensation shall be limited to Five Percent (5%) of the total bid amount and no additional payment will be made thereafter.

ARTICLE 12.05 ASPHALT CONCRETE, AGGREGATE BASE & SUBGRADE COLD MILL, 2" DEPTH: The Contractor shall sawcut, provide pavement milling of existing asphalt concrete, aggregate base, subgrade and dispose milled material in preparation for asphalt pavement operations. The Contractor shall promptly remove and dispose of all excess milled material. No material will be stored within the public right-of-way during non-work hours.

The Contractor shall be responsible to locate and mark all facilities such as sewer manhole covers, water valve covers, monitoring wells and catch basin covers, which, if struck, could damage the cold milling cutting drum and/or cutting teeth. The Contractor shall thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price(s) bid for edge milling removal work an additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or cutting teeth.

Care shall be exercised not to damage adjacent concrete gutters or curb. Gutters or curbs damaged shall be replaced at the Contractor's expense.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residue shall be immediately and completely removed by sweeping and properly disposed of. No washing of residue into drainage structures will be allowed.

Hand-operated cold plane equipment may be required in areas not accessible to self-propelled machinery.

In areas where new asphalt pavement will join existing asphalt pavement, the Contractor shall sawcut all edges to ensure a clean joint to existing asphalt pavement and as shown on the plans.

Due to the low R value and high moisture content of subgrade soils present, construction equipment and traffic shall minimize travel on subgrade soils. The contractor shall remove existing materials to grade with milling equipment of sufficient size to remove materials in one pass, excavator working from existing pavement surfaces, or a similar method.

Asphalt pavement material shall be placed with a paving machine having tracks, or other equipment capable of placing asphalt concrete while minimizing loads on the subgrade soil or base course.

Construction equipment shall minimize repeated heavy traffic loadings, such as dump trucks, traveling repeatedly over the same pavement areas, so as to minimize the possibility of subgrade "pumping". Subgrade and pavement failures caused by repeated heavy load traffic shall be repaired at the expense of the Contractor.

If areas of pumping or other unsuitable subgrade conditions are encountered, the Engineer may direct additional excavation of subgrade soils and placement of aggregate material or asphalt concrete to provide suitable paving conditions. Such excavation shall be included in the contract price bid for PAVEMENT, SUBGRADE EXCAVATION AND DISPOSAL, and additional compensation will be based the unit price for the quantity of the work completed.

Grading shall prepare the street for asphalt pavement operations. Grade shall provide for adequate drainage, match to existing gutters and other improvements, and provide a smooth profile. Nominal pavement grades shall be 2% from the pavement centerline to edge of gutter. In locations where gutter elevations differ on each side of the street, the slope shall be adjusted to provide adequate drainage, but shall not be less than 1% or more than 4%, and shall be approved by the Engineer.

Work under this section shall only include excavation, grinding and disposal of materials in direct preparation for AC PAVEMENT operations. Pay limits shall be to the top of subgrade

as shown on the plans. Excess excavation will be at the cost of the Contractor, as well as the additional asphalt concrete material needed to replace the excess material excavated.

Contractor is advised that pavement fabric and soil with high arsenic levels may be encountered. The Contractor shall be responsible for removal and disposal of pavement fabric and soil with high arsenic levels at no additional expense.

Full compensation for conforming to the requirements in this article shall be included in the contract SQUARE FEET (SF) price bid for ASPHALT CONCRETE, AGGREGATE BASE, SUBGRADE COLD MILL, 2" DEPTH and no additional compensation will be allowed therefore.

ARTICLE 12.06 PAVEMENT, SUBGRADE EXCAVATION AND DISPOSAL: The Contractor shall remove existing pavement, aggregate base, and subbase soils as necessary to prepare for placement of AC PAVEMENT. The Contractor shall prepare and compact the subgrade materials.

Due to the low R value and high moisture content of subgrade soils present, construction equipment and traffic shall minimize travel on subgrade soils. The contractor shall remove existing materials to grade with milling equipment of sufficient size to remove materials in one pass, excavator working from existing pavement surfaces, or a similar method.

Asphalt pavement material shall be placed with a paving machine having tracks, or other equipment capable of placing asphalt concrete while minimizing loads on the subgrade soil or base course.

Construction equipment shall minimize repeated heavy traffic loadings, such as dump trucks, traveling repeatedly over the same pavement areas, so as to minimize the possibility of subgrade "pumping". Subgrade and pavement failures caused by repeated heavy load traffic shall be repaired at the expense of the Contractor.

If areas of pumping or other unsuitable subgrade conditions are encountered, the Engineer may direct additional excavation of subgrade soils and placement of aggregate material or asphalt concrete to provide suitable paving conditions. Such excavation shall be included in the contract price bid for PAVEMENT, SUBGRADE EXCAVATION AND DISPOSAL, and additional compensation will be based unit price for the quantity of the work completed.

Contractor is advised that pavement fabric and soil with high arsenic levels may be encountered. The Contractor shall be responsible for removal and disposal of pavement fabric and soil with high arsenic levels at no additional expense.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Full compensation for complying with the work contained in this section shall be included in the contract CUBIC YARD (CY) price bid for PAVEMENT, SUBGRAGE EXCAVATION AND DISPOSAL bid item, and no additional compensation will be allowed therefore.

ARTICLE 12.07 CONSTRUCT UNCLASSIFIED FILL: The contract bid item for Construct Unclassified Fill shall include all labor, work and materials necessary to furnish fill material, prepare subgrade, and place unclassified fill as required by Section 300-4 "Unclassified Fill" of the Standard Specifications for Public Works Construction, 2018 Edition.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per CUBIC YARD (CY) to CONSTRUCT UNCLASSIFIED FILL, and no additional compensation will be allowed therefore.

ARTICLE 12.08 CONSTRUCT 2" ASPHALT CONCRETE PAVEMENT OVERLAY: The Contractor shall place asphalt concrete pavement as required by these specifications and drawings. Payment for all asphalt concrete shall be included in this pay item. All full depth joins shall be neatly sawcut.

Asphalt concrete shall be type C2 PG 64-10 and shall be placed in one lift.

Due to the low R value and high moisture content of subgrade soils present, construction equipment and traffic shall minimize travel on subgrade soils. The contractor shall remove existing materials to grade with milling equipment of sufficient size to remove materials in one pass, excavator working from existing pavement surfaces, or a similar method.

Asphalt pavement material shall be placed with a paving machine having tracks, or other equipment capable of placing asphalt concrete while minimizing loads on the subgrade soil or base course.

Construction equipment shall minimize repeated heavy traffic loadings, such as dump trucks, traveling repeatedly over the same pavement areas, so as to minimize the possibility of subgrade "pumping". Subgrade and pavement failures caused by repeated heavy load traffic shall be repaired at the expense of the Contractor.

The final lift of pavement shall be placed with conventional spreader equipment. However, the Contractor shall avoid unnecessary and repeated heavy traffic loadings on the same pavement areas.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Paving shall be completed within five days of cold milling operation.

Full compensation for complying with the work contained in this section shall be included in the contract TON (TN) price bid for CONSTRUCT 2" ASPHALT CONCRETE PAVEMENT OVERLAY bid item, and no additional compensation will be allowed therefore.

ARTICLE 12.09 CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT: The Contractor shall place asphalt concrete pavement as required by these specifications and drawings. Payment for all asphalt concrete shall be included in this pay item. All full depth joins shall be neatly sawcut.

Asphalt concrete shall be type C2 PG 64-10 and shall be placed in two lifts.

Due to the low R value and high moisture content of subgrade soils present, construction equipment and traffic shall minimize travel on subgrade soils. The contractor shall remove existing materials to grade with milling equipment of sufficient size to remove materials in one pass, excavator working from existing pavement surfaces, or a similar method.

Asphalt pavement material shall be placed with a paving machine having tracks, or other equipment capable of placing asphalt concrete while minimizing loads on the subgrade soil or base course.

Construction equipment shall minimize repeated heavy traffic loadings, such as dump trucks, traveling repeatedly over the same pavement areas, so as to minimize the possibility of subgrade "pumping". Subgrade and pavement failures caused by repeated heavy load traffic shall be repaired at the expense of the Contractor.

The final lift of pavement shall be placed with conventional spreader equipment. However, the Contractor shall avoid unnecessary and repeated heavy traffic loadings on the same pavement areas.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Paving shall be completed within five days of cold milling operation.

Full compensation for complying with the work contained in this section shall be included in the contract TON (TN) price bid for CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT bid item, and no additional compensation will be allowed therefore.

ARTICLE 12.10 CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT REPAIR: The Contractor shall place asphalt concrete pavement as required by these specifications and drawings. Payment for all asphalt concrete shall be included in this pay item. All full depth joins shall be neatly sawcut.

AC for base courses shall be type B PG 64-10. The asphalt concrete for deep lift repairs shall be spread and compacted in one lift.

Due to the low R value and high moisture content of subgrade soils present, construction equipment and traffic shall minimize travel on subgrade soils. The contractor shall remove existing materials to grade with milling equipment of sufficient size to remove materials in one pass, excavator working from existing pavement surfaces, or a similar method.

Asphalt pavement material shall be placed with a paving machine having tracks, or other equipment capable of placing asphalt concrete while minimizing loads on the subgrade soil or base course.

Construction equipment shall minimize repeated heavy traffic loadings, such as dump trucks, traveling repeatedly over the same pavement areas, so as to minimize the possibility of subgrade "pumping". Subgrade and pavement failures caused by repeated heavy load traffic shall be repaired at the expense of the Contractor.

The final lift of pavement shall be placed with conventional spreader equipment. However, the Contractor shall avoid unnecessary and repeated heavy traffic loadings on the same pavement areas.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Paving shall be completed within five days of cold milling operation.

Full compensation for complying with the work contained in this section shall be included in the contract TON (TN) price bid for CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT (PAVEMENT REPAIR) bid item, and no additional compensation will be allowed therefore.

ARTICLE 12.11 REMOVE EXISTING PCC GUTTER AND CONSTRUCT PCC 3' WIDE LONGITUDINAL GUTTER OVER 6" CMB: The contract bid item for Remove Existing PCC Gutter and Construct 3' Wide PCC Longitudinal Gutter over 6" CMB shall include all labor, work and materials necessary to remove existing materials and construct the alley gutter and CMB complete in place. The Contractor shall construct PCC longitudinal gutter where noted. New alley gutter shall be 8" thick PCC over 6" CMB. Contractor shall slope to provide positive drainage, minimum of 0.5% unless otherwise approved by the Engineer.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per LINEAR FOOT (LF) to REMOVE EXISTING PCC GUTTER AND CONSTRUCT PCC 3' WIDE LONGITUDINAL GUTTER, and no additional compensation will be allowed therefore.

ARTICLE 12.12 REMOVE EXISTING ASPHALT, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT PCC 3' WIDE LONGITUDINAL GUTTER OVER 6" CMB: The contract bid item for Remove Existing Asphalt, Aggregate Base, and Subgrade and Construct 3' Wide PCC Longitudinal Gutter over 6" CMB shall include all labor, work and materials necessary to remove existing materials and construct the alley gutter and CMB complete in place. The Contractor shall construct PCC longitudinal gutter where noted. New alley gutter shall be 8" thick PCC over 6" CMB. Contractor shall slope to provide positive drainage.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per LINEAR FOOT (LF) to REMOVE EXISTING ASPHALT, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT PCC 3' WIDE LONGITUDINAL GUTTER, and no additional compensation will be allowed therefore.

ARTICLE 12.13 REMOVE EXISTING AND CONSTRUCT 8" PCC ALLEY APPROACH OVER 8" CMB INCLUDING SIDEWALK WITHIN APPROACH, CURB RADIUS, AND 12" WIDE AC SLOT PATCH: The contract bid item for Remove Existing and Construct PCC Alley Approach over CMB shall include all labor, work and materials necessary to remove existing materials and construct the alley approach and CMB complete in place. The Contractor shall sawcut and remove existing PCC alley approach, spandrels, asphalt, aggregate base, subgrade, and other in-place materials as necessary for construction; prepare the subgrade; place base; and construct PCC alley approach where noted and as shown per detail drawings. New alley approach shall match existing sidewalk finish and pattern as directed.

Contractor shall place high-early strength concrete that will achieve a compression strength of 2,500 psi minimum within 3 days. Construction of each alley approach shall be completed within 5 calendar days, beginning Monday 8 AM and finishing by Friday 5 PM. Only one alley approach may be closed at any time for each alley.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per SQUARE FOOT (SF) of concrete pavement to REMOVE EXISTING AND CONSTRUCT 8" PCC ALLEY APPROACH OVER 8" CMB INCLUDING SIDEWALK WITHIN APPROACH, CURB RADIUS, AND 12" WIDE AC SLOT PATCH, and no additional compensation will be allowed therefore.

ARTICLE 12.14 CONSTRUCT HEADER BOARD WITH STAKES: The contract bid item to furnish, construct the Header Board (Redwood Header) and stakes include all labor, work and materials necessary to remove existing materials, grade and backfill as required and construct the redwood header complete in place. The Contractor shall sawcut and remove existing asphalt, landscape and other materials, base, subgrade, and other in-place materials as necessary for construction; prepare the subgrade; grade; and construct the redwood header where noted and as shown per detail drawings. Stakes shall be placed at 2 feet on-center at 12 inch depth.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per LINEAR FOOT (LF) to CONSTRUCT HEADER BOARD WITH STAKES, and no additional compensation will be allowed therefore.

ARTICLE 12.15 REMOVE EXISTING, CONSTRUCT 4" PCC SIDEWALK AND PRUNE INTERFERING TREE ROOTS: The contract bid item for Remove Existing and Construct PCC Sidewalk shall include all labor, work and materials necessary to remove existing materials, prune tree roots and construct the sidewalk complete in place. The Contractor shall sawcut and remove existing sidewalk, base, subgrade, and other in-place materials as necessary for construction; prepare and compact the subgrade to 90% relative compaction; prune tree roots; place base; and construct PCC sidewalk where noted and as shown per detail drawings. New sidewalk shall match existing sidewalk finish and pattern as directed.

Removal, tree root pruning and construction of sidewalk shall conform to City of La Habra Standard Detail R-14. Sidewalk shall be constructed to the dimensions as specified in the applicable Standard Drawings and as shown on the Plans, but application details and other specifications not explicitly stated or shown in Standard Drawings shall conform to Section 303-5 of the Standard Specifications. Portland cement concrete material shall be Portland Cement Concrete of type 520-C-2500.

The City will allow the contractor to use CMB or clean backfill to fill voids or modify elevation to provide the new sidewalk to match the existing elevation of surrounding sidewalk.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per SQUARE FOOT (SF) to REMOVE EXISTING, CONSTRUCT 4" PCC SIDEWALK AND PRUNE INTERFERING TREE ROOTS, and no additional compensation will be allowed therefore.

ARTICLE 12.16 REMOVE EXISTING AND CONSTRUCT VARIABLE HEIGHT ASPHALT CONCRETE BERM, PCC RETAINING CURB, OR PCC CURB OVER 6" CMB WITH 12" AC SLOT PATCH AS SPECIFIED: The contract bid item for Remove Existing and Construct variable height AC Berm, PCC Retaining Curb over CMB, or PCC Curb over sand shall include all labor, work and materials necessary to remove existing materials and construct the berm or curb complete in place. The Contractor shall sawcut and remove existing AC berm or PCC curb, base, subgrade, and other in-place materials as necessary for construction; prepare and compact the subgrade to 90% relative compaction; and construct AC berm or PCC curb where noted and as shown per plans.

Any required removal of existing improvements or excavation shall be included in the contract price bid for ARTICLE 12.06 PAVEMENT, SUBGRADE EXCAVATION AND DISPOSAL, and no additional compensation will be allowed. Construction of AC berm shall be in conjunction with construction of alley paving.

Asphalt concrete shall be type C2 PG 64-10. Portland cement concrete material shall be Portland Cement Concrete of type 520-C-2500.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per LINEAR FOOT (LF) to REMOVE EXISTING AND CONSTRUCT VARIABLE HEIGHT AC BERM, PCC RETAINING CURB, OR PCC CURB OVER 6" CMB WITH 12" AC SLOT PATCH AS SPECIFIED, and no additional compensation will be allowed therefore.

ARTICLE 12.17 SAWCUT, REMOVE EXISTING PCC, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT 6" PCC: The contract bid item for Sawcut, Remove Existing Aggregate Base, and Subgrade and Construct 6" PCC shall include all labor, work and materials necessary to remove existing materials and construct the PCC complete in place. The Contractor shall sawcut and remove existing concrete, base, subgrade, and other in-place materials as necessary

for construction; prepare and compact the subgrade to 90% relative compaction; place base; and construct PCC where noted and as shown per detail drawings. New concrete panel shall match existing grades, finish and pattern as directed.

PCC panel shall be constructed to the dimensions as specified in the applicable Standard Drawings and as shown on the Plans, but application details and other specifications not explicitly stated or shown on the Plans shall conform to Section 303-5 of the Standard Specifications. Portland cement concrete material shall be Portland Cement Concrete of type 520-C-2500.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per SQUARE FOOT (SF) to SAWCUT, REMOVE EXISTING PCC, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT 6" PCC, and no additional compensation will be allowed therefore.

ARTICLE 12.18 ADJUST WATER METER BOX TO GRADE: The contract bid item for Adjust Water Meter Box to Grade shall include all labor, work, incidentals, materials necessary to adjust water meter to new finished surface elevation.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per EACH (EA) to ADJUST WATER METER BOX TO GRADE, and no additional compensation will be allowed therefore.

ARTICLE 12.19 ADJUST SEWER MANHOLE TO GRADE: The contract bid item for Adjust Sewer Manhole To Grade shall include all labor, work and materials necessary to adjust the manhole frame to new finished surface elevation. The work shall conform to Section 403 "Manhole Adjustment and Reconstruction" of the 2018 Standard Specifications for Public Works Construction. If there is no proposed grade change of any utilities vaults, manhole or valve covers, the contractor shall grind around utility structures using a smaller grinding machine and construct temporary safety ramp around each affected such utility structures immediately after grinding or removal. The cost of protect and work around these structures shall be included in the various bid items and no separate compensation is allowed.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per EACH (EA) to ADJUST SEWER MANHOLE TO GRADE, and no additional compensation will be allowed therefore.

ARTICLE 12.20 ADJUST SEWER CLEAN OUT TO GRADE: The contract bid item for Adjust Sewer Clean Out to Grade shall include all labor, work, incidentals, materials necessary to adjust sewer clean out to new finished surface elevation.

The bid item may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per EACH (EA) to ADJUST SEWER CLEAN OUT TO GRADE, and no additional compensation will be allowed therefore.

ARTICLE 12.21 ADJUST DRAIN TO GRADE: The contract bid item for Adjust Drain to Grade shall include all labor, work, incidentals, materials necessary to adjust drain to new finished surface elevation.

City reserves the right to delete this item as necessary. The bid item also may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per EACH (EA) to ADJUST DRAIN TO GRADE, and no additional compensation will be allowed therefore.

ARTICLE 12.22 REMOVE TREE: The contract bid item for Remove Tree shall include all labor, work and materials necessary to remove the existing tree. The work shall conform to Section 300-6.2 “Clearing and Grubbing” of the 2018 Standard Specifications for Public Works Construction. The contractor shall remove and dispose of trees, tree roots and perform root grinding to a minimum of 24-inch depth. The Contractor is responsible for restoring and backfilling the holes and/or depressions created by tree removal.

City reserves the right to delete this item as necessary. The bid item also may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per EACH (EA) to REMOVE TREE, and no additional compensation will be allowed therefore.

ARTICLE 12.23 CLEAN AND CLEAR OUT DRAIN OBSTRUCTIONS: The contract bid item to clean and clear our drain obstructions shall include all labor, work, incidentals, materials necessary to clean drain and clear obstructions to ensure and provide positive drainage to drain outlet.

City reserves the right to delete this item as necessary. The bid item also may be increased or reduced at the discretion of the City. The provisions of Section 2-7.1 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.

Full compensation for complying with the work contained in this section shall be included in the contract price bid per EACH (EA) to CLEAN AND CLEAR OUT DRAIN OBSTRUCTIONS, and no additional compensation will be allowed therefore.

SECTION D

PROPOSAL

PROPOSAL

City of La Habra
Civic Center
110 E. La Habra Blvd.
La Habra, California 90631

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

ALLEY NO. 27, 45, AND 86 IMPROVEMENT FY 2020-21
CITY PROJECT NO. 2-R-20

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.
A *(Cashier's Check) *(Certified Check) *(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of _____ _____dollars ($_____), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the *Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof;
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this proposal and he further understands

that the Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract and his surety shall be liable under the Bid Bond, as the case may be;
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

> I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Schedule upon which award of the Contract is made.

Date: _____, 2022

Bidder_____

By_____

Title_____

Bidder's Post Office Address:

_____

_____

Corporation organized under
the laws of the State of

Names and addresses of all owners
of the firm or names and titles of
all officers of the corporation:

_____

_____

_____

_____

(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. _____Expiration Date_____

Classification of Contractor's License No. _____

Contractor _____
(name of firm)

By _____ _____
(signature) (title)

Business Address: _____

_____

Phone _(____)_____

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

_____ _____
Contractor Date

Contractor's DIR Public Works Registration No. _____

BID SCHEDULE

ALLEY NO. 27, 45, AND 86 IMPROVEMENTS FY 2020-21
CITY PROJECT NO. 2-R-20

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOBILIZATION (Not to Exceed Five Percent **(5%)** of the total bid amount)	1	LS		
2	STORM WATER BEST MANAGEMENT PRACTICES (BMPs): including but not limited to placement of construction period BMP's in accordance with specifications; complete and in place.	1	LS		
3	CONSTRUCTION SURVEY AND MONUMENTATION PERPETUATION (Not to Exceed Two Percent (2%) of the total bid amount)	1	LS		
4	TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY (Not to Exceed Five Percent **(5%)** of the total bid amount)	1	LS		
5	ASPHALT CONCRETE, AGGREGATE BASE & SUBGRADE COLD MILL, 2" DEPTH	7,500	SF		
6	PAVEMENT, SUBGRADE EXCAVATION AND DISPOSAL	160	CY		
7	CONSTRUCT UNCLASSIFIED FILL	15	CY		
8	CONSTRUCT 2" ASPHALT CONCRETE OVERLAY	110	TON		
9	CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT	323	TON		
10	CONSTRUCT 6" ASPHALT CONCRETE PAVEMENT REPAIR	20	TON		
11	REMOVE EXISTING PCC GUTTER AND CONSTRUCT PCC 3' WIDE LONGITUDINAL GUTTER OVER 6" CMB	20	LF		
12	REMOVE EXISTING ASPHALT, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT PCC 3' WIDE LONGITUDINAL GUTTER OVER 6" CMB	560	LF		

13	REMOVE EXISTING AND CONSTRUCT 8” PCC ALLEY APPROACH OVER 8” CMB INCLUDING SIDEWALK WITHIN APPROACH, CURB RADIUS, AND 12” WIDE AC SLOT PATCH	200	SF		
14	CONSTRUCT HEADER BOARD WITH STAKES	125	LF		
15	REMOVE EXISTING & CONSTRUCT 4” PCC SIDEWALK AND PRUNE INTERFERING ROOTS	50	SF		
16	REMOVE EXISTING & CONSTRUCT VARIABLE HEIGHT ASPHALT CONCRETE BERM, PCC RETAINING CURB, OR PCC CURB OVER 6” CMB WITH 12” AC SLOT PATCH AS SPECIFIED	30	LF		
17	SAWCUT, REMOVE EXISTING PCC, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT 6” PCC	350	SF		
18	ADJUST WATER METER BOX TO GRADE	13	EA		
19	ADJUST SEWER MANHOLE TO GRADE	1	EA		
20	ADJUST SEWER CLEAN OUT TO GRADE	1	EA		
21	ADJUST DRAIN TO GRADE	1	EA		
22	REMOVE TREE	1	EA		
23	CLEAN AND CLEAR OUT DRAIN OBSTRUCTIONS	1	EA		

TOTAL BID PRICE IN FIGURES: $_____

TOTAL BID PRICE IN WORDS:

_____

_____
CONTRACTOR

_____
BY

_____
TITLE

_____
DATE

THIS IS A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT (FEDERAL-AID FUNDING)

APPENDIX "C" – CDBG REQUIREMENTS MUST BE SUBMITTED WITH PROPOSAL

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 _____
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____
Addendum No. 5 _____
Addendum No. 6 _____
Addendum No. 7 _____
Addendum No. 8 _____

If an addendum or addenda have been issued by the CITY and is not noted above as being received by the Bidder, the Bid Proposal may be rejected.

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No. _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $ _____

2. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No. _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $ _____

3. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No. _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $ _____

4. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No. _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $ _____

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

b. Has License ever been suspended or revoked? _____

If yes, described when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

NAME	**TITLE**	**LICENSE NO. (If Applicable)**
_____	_____	_____
_____	_____	_____
_____	_____	_____

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/ consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____ **Phone:** _____

Address: _____ **Fax:** _____

Contact Person: _____ **No. of years in business:** _____

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___

Type of work/services/materials provided by firm? _____

_____

What was your firm's Gross Annual receipts for last year?

Less than $1 Million
Less than $5 Million
Less than $10 Million
Less than $15 Million
More than $15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If "yes", identify and describe, (including agency and status):

_____

_____

_____

_____

_____

_____

_____

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: _____ Code/Laws: _____ Section/Article: _____

If "yes", identify and describe, (including agency and status):

_____

_____

_____

_____

_____

_____

_____

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: _____

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

_____

_____

_____

Provide Status and any Supplemental Statement: _____

_____

_____

_____

Has your firm been reinstated by this entity?

Yes/No: _____

LIST OF SUBCONTRACTORS

ALLEY NO. 27, 45, AND 86 IMPROVEMENTS FY 2020-21
CITY PROJECT NO. 2-R-20

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars ($10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

Work to be Performed	License Number	Subcontractor and Address of Office, Mill or Shop	Percent of Total Contract

Note: Do not list alternative subcontractors for the same work.

Contractor _____

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid.)

Accompanying this proposal is a *(Certified) *(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for

ALLEY NO. 27, 45, AND 86 IMPROVEMENTS FY 2020-21
CITY PROJECT NO. 2-R-20

In the amount of $_____ Dollars, this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action if its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof unless otherwise required by law and notwithstanding the award of the Contract to another bidder.

_____

_____
Bidder

*Delete the inapplicable word.

NOTE: If the bidder desires to use a bond instead of a check, the Bid Bond form on the following pages shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we_____as principal and _____ as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of _____ Dollars ($_____) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain proposal of the above bounden for the construction of Park Improvements as specifically set forth in documents entitled:

ALLEY NO. 27, 45, AND 86 IMPROVEMENTS FY 2020-21
CITY PROJECT NO. 2-R-20

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities 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 required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the 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 hands and seal this _____

day of _____, 2022.

_____

_____

_____
BIDDER

NOTE: The standard printed bond form of any bonding company acceptable to the Owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Owner are not in any way reduced by use of the Surety Company's printed standard form.

NON-COLLUSION AFFIDAVIT
FOR

ALLEY NO. 27, 45, AND 86 IMPROVEMENTS FY 2020-21
CITY PROJECT NO. 2-R-20

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

STATE OF CALIFORNIA)
) SS.
)

_____, 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 said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor 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, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any 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, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor 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.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____day of_____, 2022

_____

SEAL OF NOTARY PUBLIC

Certification of Understanding and Authorization

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 _____

SIGNAURE _____ DATE _____

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

NAME _____ TITLE _____

SIGNAURE _____ DATE _____

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor _____

By_____

Title _____

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___, has not ___** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SECTION E

SAMPLE AGREEMENT

CITY OF LA HABRA
PUBLIC WORKS AGREEMENT FOR
ALLEY NO. 27, 45, AND 86 IMPROVEMENT FY 2020-21

THIS AGREEMENT (herein "Agreement"), is made and entered into this ____ day of _____, 2022 and between the CITY OF LA HABRA, a municipal corporation (herein "City") and_____ (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of alley improvements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

(a) Contractor. Contractor shall mean _____, a California corporation located at _____.

(b) City. City shall mean the City of La Habra, a Municipal Corporation and Charter City, located at 110 E. La Habra Blvd, La Habra, California 90631.

(c) City Council. City Council shall mean the City Council of the City of La Habra.

(d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

SAMPLE

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

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Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding $25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of _____Dollars ($____) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

SAMPLE

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than _____, 20__, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____

_____

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

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Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or

increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused form any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Public Works Director, City of La Habra, 110 E. La Habra Blvd., La Habra, California 90631.

Any insurance maintained by the City of La Habra shall apply in excess of and not combined with insurance provided by this policy.

The City of La Habra, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of La Habra, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited

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to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will

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materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City One Thousand Nine Hundred Dollars ($1,900.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of La Habra
110 E. La Habra Blvd
La Habra, California 90631
Attn.: Albert Mendoza

To Contractor:

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

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its

SAMPLE

officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

8.16 [reserved]

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

SAMPLE

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LA HABRA,
A municipal corporation

_____ Date: _____
_____, Mayor

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Richard D. Jones, City Attorney

SAMPLE

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of La Habra (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ ..... _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of La Habra, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ _____ Dollars ($_____.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

SAMPLE

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Principal

By_____

_____
Title

(Corporate Seal)

_____
Principal

By_____

_____
Title

APPROVED AS TO FORM:
/s/ Richard D. Jones
City Attorney

SAMPLE

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

_____
_____
_____

Business Address: _____
_____
_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

SAMPLE

(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT
110 E. La Habra Blvd
La Habra, CA 90631

Exempt: Yes___ No____ Telephone ( ) _____

CORPORATION:_____

U.S.A. OR ANY AGENCIES THEREOF:_____

IRS CODE #501 TAX-EXEMPT ORGANIZATION:_____

A NON-COMMISSIONED CITY OF LA HABRA EMPLOYEE:_____

SOLE PROPRIETOR:_____

A PARTNERSHIP:_____

OTHER: _____(Explain)

Signature/Title: _____ Date:_____

SAMPLE

BID GUARANTEE

TO THE CITY OF LA HABRA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor Date:_____

Contractor:_____ By:_____

Title:_____

SAMPLE

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

a. That all statements of fact in such bid or proposal are true;

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. That such bid or proposal is genuine and not collusive or sham;

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement;

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On_____at_____California.

Firm_____ _____
(Signature)

Street_____ _____
(Print Name & Title)

City_____State_____Zip_____

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B

SCHEDULE OF PERFORMANCE

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $5,000,000 per Occurrence; $5,000,000 General Aggregate; $5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall

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continue to be an additional insured for completed operations for (1) year after completion of the work.

- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance; and
    4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. <u>Automobile Liability Insurance</u>

- Minimum Limit: $5,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
    1. Copy of the endorsement or policy language indicating that CITY is an insured; and
    2. Properly completed Certificate of Insurance.

D. <u>Contractors Pollution Liability Insurance</u>

- Minimum Limits: $5,000,000 per Pollution Incident; $10,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional

SAMPLE

insured status shall continue for one (1) year after completion of the work.

- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance.

E. <u>Surety Bonds</u>

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. <u>Standards for Insurance Companies</u>

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. <u>Documentation</u>

- The Certificate of Insurance shall include the following reference: [_____]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of La Habra
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

SAMPLE

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SAMPLE

APPENDIX “A”

PROJECT PLANS

CITY OF LA HABRA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

ALLEY NO. 27, 45 & 86 IMPROVEMENT
FY 2020-2021, PROJECT NO. 2-R-20

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) (2018 EDITION), CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS & SPECIFICATIONS (2018 EDITION), AND PROJECT SPECIFICATIONS.

2. THE CONTRACTOR SHALL NOTIFY THE CITY OF LA HABRA PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO STARTING CONSTRUCTION.

3. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO SURFACING OF STREETS.

4. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE INSTALLED PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION, REV. 6), AND TO THE SATISFACTION OF THE CITY.

5. EXISTING PAVEMENT DISTURBED BY THE CONSTRUCTION OF UNDERGROUND INSTALLATIONS SHALL BE REPLACED IN KIND & RESTRIPED. A PERMIT ISSUED BY THE CITY IS REQUIRED.

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE RELOCATION OF ANY EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED IMPROVEMENTS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO SUCH FACILITIES CAUSED BY HIS WORK SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. EXISTING UTILITIES SHALL BE MARKED BY USA, NOT THE CONTRACTOR.

8. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, CLEAN, DUST FREE AND SANITARY CONDITION TO THE SATISFACTION OF THE CITY. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. STOCKPILING OF MATERIALS WITHIN THE PUBLIC RIGHT-OF-WAY IS NOT ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY.

9. NEW CONCRETE SHALL MATCH EXISTING CONCRETE IN COLOR, FINISH, AND TEXTURE, TO THE APPROVAL OF THE ENGINEER.

10. CONTRACTOR SHALL OBTAIN ALL REQUIRED O.S.H.A. PERMITS PRIOR TO CONSTRUCTION OF UNDERGROUND FACILITIES.

11. ACCESS RAMPS, DRIVEWAY APRONS, CURBS, OR GUTTERS DISTURBED BY CONSTRUCTION SHALL BE REPLACED AND UPGRADED TO CURRENT STANDARDS.

12. ALL SAWCUTS SHALL BE DONE BY THE WET-CUT METHOD, UNLESS OTHERWISE APPROVED BY THE ENGINEER, AND ALL SLURRY SHALL BE VACUUM REMOVED.

13. THE CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES FOR THE CONTROL OF EROSION AND RUNOFF, AND PROTECTION OF EXISTING STORM DRAIN FACILITIES.

14. CONTRACTOR SHALL COORDINATE TRASH PICK-UPS DURING CONSTRUCTION.

15. CONTRACTOR SHALL COORDINATE WITH RESIDENTS PRIOR TO CONSTRUCTION COMMENCEMENT. DURING DRIVEWAY CONSTRUCTION, CONTRACTOR SHALL MAINTAIN ACCESS TO ONE DRIVEWAY ON EACH ALLEY AT ALL TIMES. DURING ALLEY REHABILITATION, CONTRACTOR SHALL CLOSE ALLEY FOR A MAXIMUM OF FIVE (5) DAYS. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL DETAILS.

16. CONTRACTOR IS ADVISED THAT PAVEMENT FABRIC AND SOIL WITH HIGH ARSENIC LEVELS MAY BE ENCOUNTERED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF FABRIC AND SOIL WITH HIGH ARSENIC LEVELS. NO ADDITIONAL REIMBURSEMENT WILL BE PAID FOR REMOVAL OF FABRIC AND SOIL WITH HIGH ARSENIC LEVELS. EXPOSED FABRIC SHALL BE REMOVED PRIOR TO PAVING.

17. CONTRACTOR SHALL REPLACE ALL AFFECTED CURB DRAINS TO EXISTING CONDITION.

18. CONTRACTOR SHALL NOTIFY ALL IMPACTED RESIDENTS AND BUSINESSES TEN (10) WORKING DAYS PRIOR TO START OF CONSTRUCTION.

MONUMENTATION AND SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS.

IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION, PER THE BID ITEM: CONSTRUCTION SURVEY AND MONUMENT PERPETUATION.

GENERAL NOTICE TO CONTRACTOR

NOTICE: ACTUAL EXISTING SITE CONDITIONS MAY DIFFER FROM THOSE SHOWN. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO BIDDING. LOCATION OF EXISTING AND ABANDONED UTILITIES IS UNKNOWN OR FROM RECORD DATA ONLY. THE CONTRACTOR SHALL VERIFY TO HIS SATISFACTION LOCATIONS OF ALL UTILITIES PRIOR TO BIDDING AND CONSTRUCTION. CONTRACTOR SHALL MAINTAIN AS-BUILT RECORDS OF EXISTING UTILITIES AND INFORM THE ENGINEER IN CASE OF DISCREPANCIES.

THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD CITY OF LA HABRA, ITS EMPLOYEES, AND DESIGN PROFESSIONAL HARMLESS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED USE OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

UTILITIES SHOWN ARE OBTAINED FROM AVAILABLE RECORDS AND PREVIOUS PLANS. NOT ALL UTILITIES ARE SHOWN. THE CONTRACTOR SHALL VERIFY THE PRESENCE, LOCATION, AND MATERIAL OF ALL AFFECTED OR CONFLICTING UTILITIES AS NECESSARY FOR CONSTRUCTION, INCLUDING POTHOLE INVESTIGATION PRIOR TO CONSTRUCTION. UTILITY VERIFICATION AND NOTIFICATION SHALL BE MADE IN A TIMELY MANNER SO AS TO ALLOW FOR ALTERNATIVE PLANNING WITHOUT AFFECTING THE CONSTRUCTION SCHEDULE MATERIALLY.

UTILITY CONTACTS

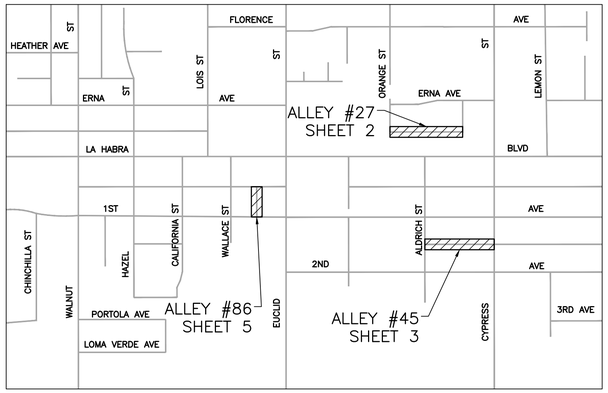
AT&T	YVETTE GAROFANO	(714) 618-9146
CALIFORNIA DOMESTIC WATER COMPANY	CHE VENEGAS	(562) 947-3811
CHEVRON USA	DAVE ZERLER	(310) 669-4014
CITY OF LA HABRA SEWER AND WATER DEPT	BRAIN JONES	(562) 383-4170
COMCAST CABLE COMPANY		(800) 501-5738
CR&R WASTE & RECYCLING SERVICE		(714) 372-8209
CRIMSON PIPELINE	APRIL HARVEY	(562) 285-4195
FRONTIER COMMUNICATIONS	ARIEL FATALA	(714) 375-6717
KINDER MORGAN	DON QUINN	(714) 560-4400
LA HABRA HEIGHTS WATER COMPANY		(562) 697-6769
MATRIX OIL CORP	EMILIO RODRIGUEZ	(562) 665-9255
METROPOLITAN WATER DISTRICT	MATT PARRY	(714) 577-5084
MOBIL OIL	RUTH CRONIN-FRUITT	(310) 212-1761
OC FLOOD CONTROL	ELSA RAMIREZ	(714) 647-3999
ORANGE COUNTY SANITATION DISTRICT	DANIEL LEE	(714) 593-7176
PLAINS ALL AMERICAN PIPELINE	JOE MATTEO	(562) 728-2368
SHELL PIPELINE COMPANY	CLARINDA MALDONADO	(310) 816-2063
SOUTHERN CALIFORNIA GAS COMPANY	GABRIEL DAVALOS	(213) 231-7688
SOUTHERN CALIFORNIA EDISON COMPANY	JIMMY PARKIN	(714) 578-3434
SPECTRUM	DOMINIC HERNANDEZ	(714) 287-9385
SUBURBAN WATER SYSTEMS	TOM MEDINA	(562) 755-5015
TORRANCE LOGISTICS COMPANY	TERI A. SHINDE	(310) 212-1794
UNDERGROUND SERVICE ALERT		811
UNOCAL		(213) 864-5663

UNDERGROUND SERVICE ALERT (USA)

IT'S THE LAW!
DIAL BEFORE
YOU DIG!

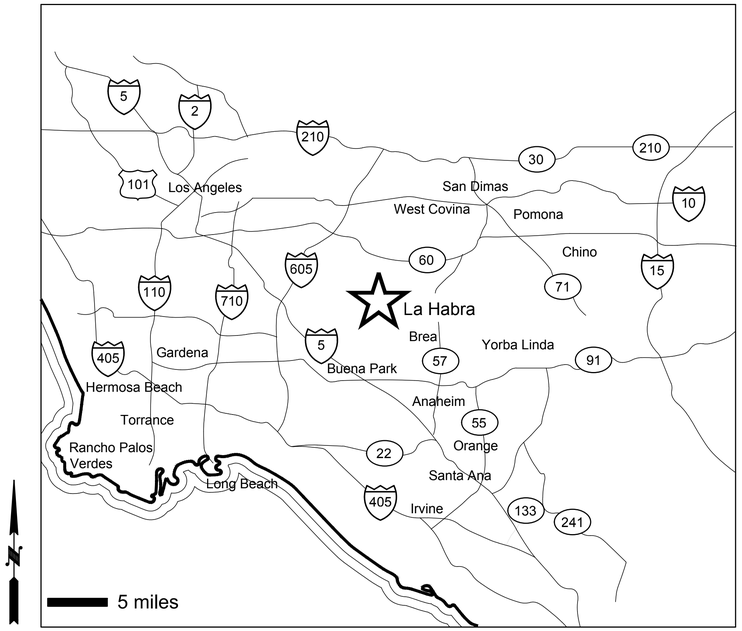
811
Know what's below.
Call before you dig.

CALL AT LEAST
TWO WORKING DAYS
BEFORE YOU DIG



LOCATION MAP

NTS



SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 6	TITLE SHEET
2 OF 6	STREET IMPROVEMENT PLAN (ALLEY NO. 27)
3 OF 6	STREET IMPROVEMENT PLAN (ALLEY NO. 45)
4 OF 6	ALLEY NO. 45 DETAIL SHEET
5 OF 6	STREET IMPROVEMENT PLAN (ALLEY NO. 86)
6 OF 6	CROSS SECTIONS (ALLEY NO. 45 AND 86)

DATUM STATEMENT

HORIZONTAL DATUM AND BASIS OF BEARINGS

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE VI, CSRS NAD83(2011) 2017.50 EPOCH IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK STATIONS, OR EQUIVALENT:

REFERENCED CSRS STATIONS CONNECTED

STATION	LATITUDE	LONGITUDE	δLAT(2σ,US FT)	δLONG(2σ,US FT)
CCCS	33°51'45.868589"	-117°51'53.753024"	0.0068	0.0070
WHC1	33°58'47.580268"	-118°01'52.168941"	0.0065	0.0067
BLSA	33°47'58.351295"	-118°01'43.196962"	0.0071	0.0079
BKMS	33°57'44.124381"	-118°05'40.874932"	0.0065	0.0067

MAPPING ANGLE AND GRID FACTOR

STATION	NORTHING (US FT)	EASTING (US FT)	MAPPING ANGLE	COMBINATION FACTOR	ELEVATION (US FT)	HEIGHT (US FT)
101	2286329.06	6048053.66	-00°55'50"	0.99999952	295.92	181.23

NOTES: ALL COORDINATES AND DISTANCES SHOWN, UNLESS OTHERWISE NOTED, ARE IN TERMS OF THE U.S. SURVEY FOOT (US FT). AS USED IN THE TABLES ABOVE, ELEVATION REFERS TO THE CALIFORNIA ORTHOMETRIC HEIGHT ('COH88') OR EQUIVALENT OF THE POINT WHERE THE MAPPING ANGLE AND COMBINATION FACTOR WERE CALCULATED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 ('NAVD88') AND HEIGHT REFERS TO THE VERTICAL VALUE OF THE CALIFORNIA GEODETIC COORDINATE OR EQUIVALENT ELLIPSOID HEIGHT USED TO CALCULATE THE COMBINATION FACTOR.

DISTANCES SHOWN HEREON OR INVERSED FROM COORDINATES SHOWN HEREON ARE IN REFERENCE TO CCS83. TO APPROXIMATE LOCAL GROUND DISTANCES DIVIDE BY THE COMBINATION FACTOR PROVIDED HEREON.

VERTICAL DATUM AND BENCHMARK

VERTICAL DATUM: OCS BENCHMARK NAVD88 1995 ADJUSTMENT LEVELED 2005
BENCH MARK: 2C-71-68
ELEVATION: 324.777
DESCRIPTION: FOUND 3-3/4" ALUMINUM DISK IN FOOTING FOR A 6' BRICK WALL ±30 FEET WEST OF DRIVEWAY FOR WASHINGTON MIDDLE SCHOOL LOCATED AT LA HABRA BLVD & COLLEGE STREET, FLUSH IN FOOTING.

ABBREVIATIONS:

AC	ASPHALT CONCRETE
BDA	BACK OF DRIVE APPROACH
BW	BACK OF WALK ELEVATION
C & G	CURB AND GUTTER
CBW	CONCRETE BLOCK WALL
CLF	CHAIN LINKED FENCE
CMB	CRUSHED MISCELLANEOUS BASE
CONC.	CONCRETE
D/A	DRIVEWAY APRON
EG	EDGE OF GUTTER ELEVATION
EX.	EXISTING
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE ELEVATION
FL	FLOW LINE ELEVATION
FS	FINISH SURFACE ELEVATION
GB	GRADE BREAK
GP	GUARD POST
PCC	PORTLAND CEMENT CONCRETE
PP	POWER POLE
SMH	SEWER MANHOLE
TC	TOP OF CURB ELEVATION
WM	WATER METER
HP	HIGH POINT
SD	STORM DRAIN

SYMBOL LEGEND:

WM	WATER METER
GM	GAS METER
	ELECTRIC PULLBOX
	WATER VALVE
	IRRIGATION CONTROL VALVE
	SEWER CLEANOUT
	FIRE HYDRANT
	SIGN
	GUARD POST
M	MONITORING WELL
	UTILITY POLE
	GUY ANCHOR
D	STORM DRAIN MANHOLE
S	SEWER MANHOLE
	TREE TRUNK
	TREE
	WROUGHT IRON FENCE
	WOOD FENCE
	CHAIN LINK FENCE
	BLOCK WALL
	SET CONTROL POINT
	FOUND SURVEY MONUMENT/ TIE
C#	GEOTECHNICAL CORING LOCATION. C# INDICATES CORING NUMBER IN GEOTECHNICAL REPORT.
	DIRECTION OF FLOW

Plan Prepared By:

4/1/2022
Date

KOA
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANZONERI
No. C79006
CIVIL
STATE OF CALIFORNIA

REVISION			
REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			

CITY OF LA HABRA

ALLEY NO. 27, 45 & 86
REHABILITATION
FY 2020-2021
TITLE SHEET

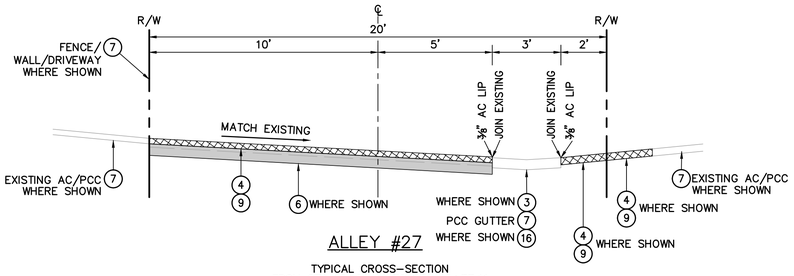
RECOMMENDED BY
DATE 7/20/22

APPROVED BY
CITY ENGINEER
DATE 07/20/2022

FILE
DWG. NO. I-D-516
SHEET 1 OF 6

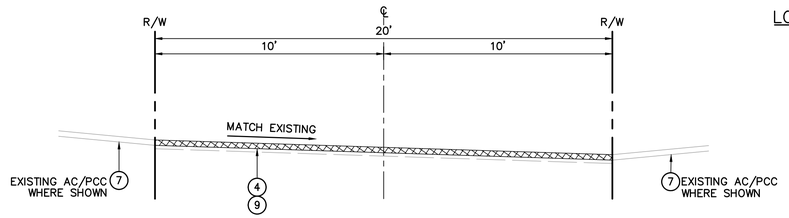
LEGEND:

- AC COLD MILL & AC OVERLAY AS INDICATED
- AC DIGOUT



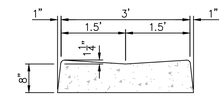
ALLEY #27

TYPICAL CROSS-SECTION
FROM STA 10+29.44 TO STA 12+77.11
& STA 13+00.91 TO STA 14+53.19
NO SCALE



ALLEY #27

TYPICAL CROSS-SECTION
FROM STA 14+53.19 TO STA 14+86.30
NO SCALE

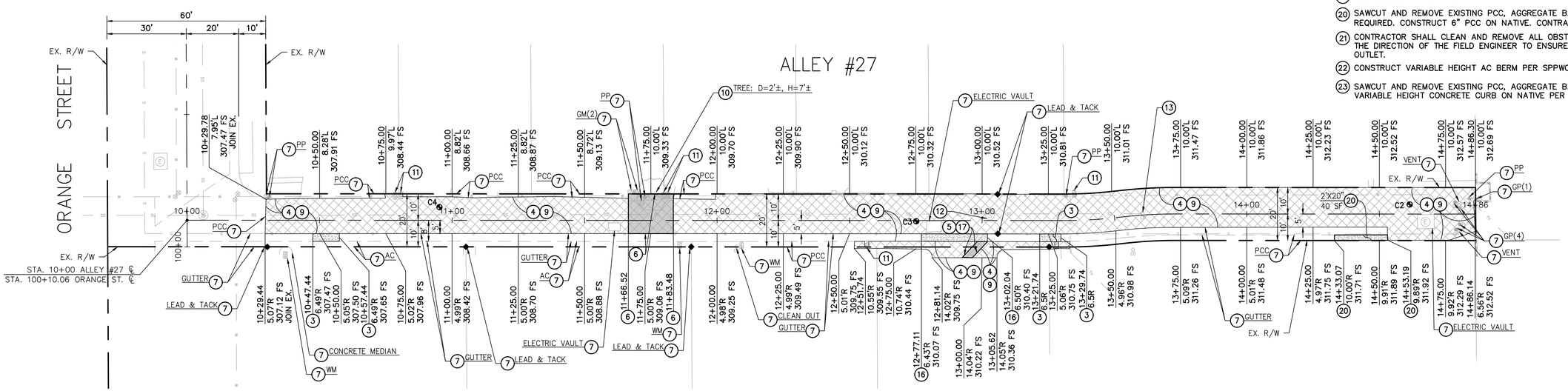


LONGITUDINAL GUTTER

NO SCALE

CONSTRUCTION NOTES:

1. SAWCUT AND REMOVE EXISTING ALLEY APPROACH, AGGREGATE BASE AND SUBGRADE. CONSTRUCT 8" PCC ALLEY APPROACH PER CITY OF LA HABRA STANDARD DETAIL R-4, OVER 8" CMB. CONSTRUCT 8" DEPTH, 1' WIDE AC SLOT PATCH. CONTRACTOR SHALL FORM ALLEY INTERSECTION TO MATCH GRADES OF ALLEY AND LONGITUDINAL GUTTER TO MAINTAIN POSITIVE DRAINAGE.
2. SAWCUT AND REMOVE EXISTING SIDEWALK, AGGREGATE BASE AND SUBGRADE. CONSTRUCT 4" PCC SIDEWALK ON NATIVE PER CITY OF LA HABRA STANDARD DETAIL R-14.
3. SAWCUT AND REMOVE EXISTING GUTTER, AGGREGATE BASE AND SUBGRADE. CONSTRUCT 8" DEPTH, 3' WIDE PCC GUTTER PER DETAIL SHOWN HEREON OVER 6" CMB. PROPOSED GUTTER SHALL JOIN EXISTING GUTTER AS SHOWN ON PLANS AND CONTRACTOR SHALL SLOPE TO PROVIDE POSITIVE DRAINAGE.
4. SAWCUT AND REMOVE ASPHALT CONCRETE, PLAIN CEMENT CONCRETE, AGGREGATE BASE AND SUBGRADE. COLDMILL, 2" DEPTH.
5. CONSTRUCT 6" AC OVERLAY (TYPE C2-PG 64-10) USING TWO LIFTS.
6. FULL DEPTH AC PAVEMENT REPAIR. REMOVE 6" OF EXISTING PAVEMENT AND SUBBASE. CONSTRUCT 6" AC (TYPE B2-PG 64-10) PAVEMENT USING ONE LIFT. CONTRACTOR SHALL PERFORM AFTER 2" COLD MILL.
7. PROTECT IN PLACE.
8. INSTALL 2"X4" REDWOOD HEADER AT EDGE OF IMPROVEMENTS, STAKED 24" ON CENTER AT 12" DEPTH.
9. CONSTRUCT 2" AC OVERLAY (TYPE C2-PG 64-10) USING ONE LIFT.
10. REMOVE EXISTING TREE.
11. ADJUST WATER METER TO GRADE.
12. ADJUST SEWER MANHOLE TO GRADE.
13. ADJUST SEWER CLEANOUT TO GRADE.
14. ADJUST DRAIN TO GRADE.
15. SAWCUT AND REMOVE ASPHALT CONCRETE, PLAIN CEMENT CONCRETE, AGGREGATE BASE, AND SUBGRADE. VARIABLE DEPTH AS REQUIRED TO CONSTRUCT PROPOSED 6" ASPHALT CONCRETE. CONTRACTOR SHALL PLACE UNCLASSIFIED FILL AS NEEDED TO CONSTRUCT PROPOSED ASPHALT TO ELEVATIONS SHOWN ON PLAN.
16. SAWCUT AND REMOVE ASPHALT CONCRETE, AGGREGATE BASE, AND SUBGRADE, VARIABLE DEPTH AS REQUIRED. CONSTRUCT 8" DEPTH, 3' WIDE PCC GUTTER PER DETAIL SHOWN HEREON OVER 6" CMB. CONTRACTOR SHALL SLOPE PROPOSED GUTTER TO PROVIDE POSITIVE DRAINAGE.
17. SAWCUT AND REMOVE EXISTING PCC GUTTER, AGGREGATE BASE, AND SUBGRADE. VARIABLE DEPTH AS REQUIRED TO CONSTRUCT PROPOSED 6" ASPHALT CONCRETE. CONTRACTOR SHALL PLACE UNCLASSIFIED FILL AS NEEDED TO CONSTRUCT PROPOSED ASPHALT TO ELEVATIONS SHOWN ON PLAN.
18. SAWCUT AND REMOVE EXISTING CURB, AGGREGATE BASE AND SUBGRADE. CONSTRUCT PCC CURB OVER 6" CMB PER SPPWC STD. PLAN 120-3, TYPE A1. CURB HEIGHT PER PLAN.
19. RESTORE LEAD AND TACK.
20. SAWCUT AND REMOVE EXISTING PCC, AGGREGATE BASE, AND SUBGRADE, VARIABLE DEPTH AS REQUIRED. CONSTRUCT 6" PCC ON NATIVE. CONTRACTOR SHALL MATCH EXISTING GRADES.
21. CONTRACTOR SHALL CLEAN AND REMOVE ALL OBSTRUCTIONS FROM DRAIN AS REQUIRED PER THE DIRECTION OF THE FIELD ENGINEER TO ENSURE AND PROVIDE POSITIVE DRAINAGE TO OUTLET.
22. CONSTRUCT VARIABLE HEIGHT AC BERM PER SPPWC STD. PLAN NO. 120-3, TYPE D1.
23. SAWCUT AND REMOVE EXISTING PCC, AGGREGATE BASE, AND SUBGRADE AND CONSTRUCT VARIABLE HEIGHT CONCRETE CURB ON NATIVE PER SPPWC STD. PLAN NO. 120-3, TYPE A1.



GEOTECHNICAL CORING RESULTS

- CORE LOCATION
- C2: 5.0" AC/8.5" AB
- C3: 4.0" AC/8.5" AB
- C4: 4.0" AC/10" AB

20' 10' 0 10' 20'
1"=20' GRAPHIC SCALE

Plan Prepared By:

KOA
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

4/1/2022
Date

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANZONIERI
No. C79006
CIVIL
STATE OF CALIFORNIA

REV	DATE	DESCRIPTION	BY	APP
1				
2				
3				
4				

CITY OF LA HABRA

ALLEY NO. 27
REHABILITATION
FY 2020-2021
STREET IMPROVEMENT PLAN

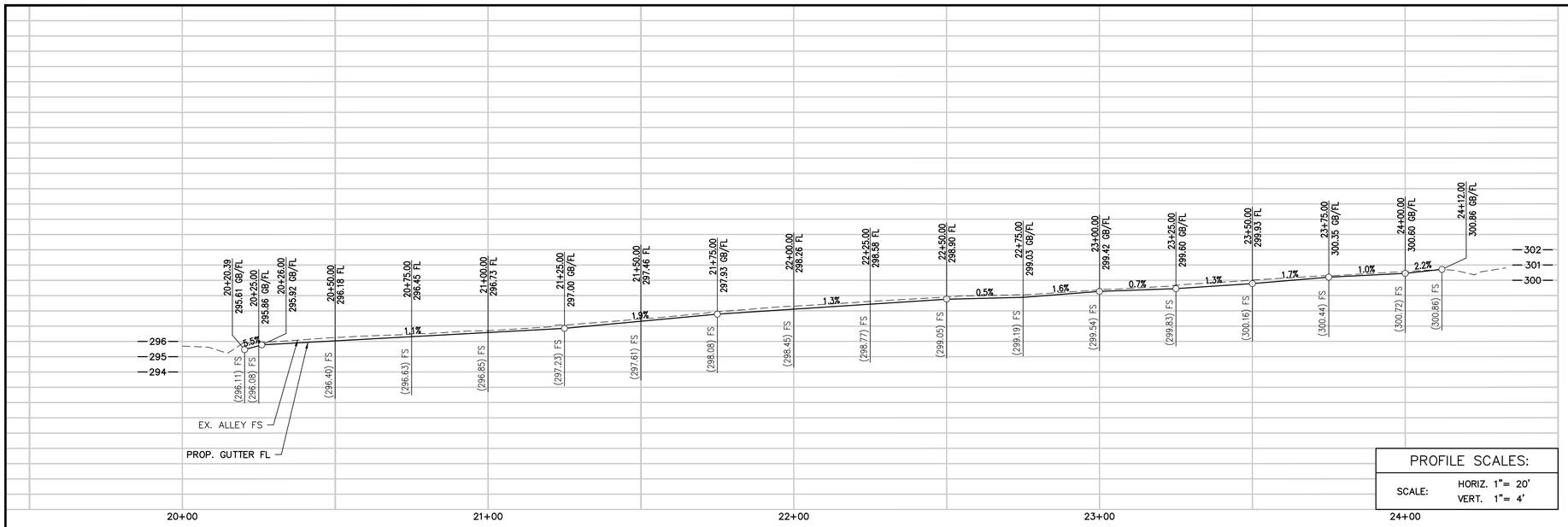
RECOMMENDED BY

DATE 7/20/22

FILE

DWG. NO. I-D-516

SHEET 2 OF 6



PROFILE SCALES:	
SCALE:	HORIZ. 1"= 20' VERT. 1"= 4'

CONSTRUCTION NOTES:

1. SAWCUT AND REMOVE EXISTING ALLEY APPROACH, AGGREGATE BASE AND SUBGRADE. CONSTRUCT 8" PCC ALLEY APPROACH PER CITY OF LA HABRA STANDARD DETAIL R-4, OVER 8" CMB. CONSTRUCT 8" DEPTH, 1' WIDE AC SLOT PATCH. CONTRACTOR SHALL FORM ALLEY INTERSECTION TO MATCH GRADES OF ALLEY AND LONGITUDINAL GUTTER TO MAINTAIN POSITIVE DRAINAGE.
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6. FULL DEPTH AC PAVEMENT REPAIR. REMOVE 6" OF EXISTING PAVEMENT AND SUBBASE. CONSTRUCT 6" AC (TYPE B2-PG 64-10) PAVEMENT USING ONE LIFT. CONTRACTOR SHALL PERFORM AFTER 2" COLD MILL.
7. PROTECT IN PLACE.
8. INSTALL 2"X4" REDWOOD HEADER AT EDGE OF IMPROVEMENTS, STAKED 24" ON CENTER AT 12" DEPTH.
9. CONSTRUCT 2" AC OVERLAY (TYPE C2-PG 64-10) USING ONE LIFT.
10. REMOVE EXISTING TREE.
11. ADJUST WATER METER TO GRADE.
12. ADJUST SEWER MANHOLE TO GRADE.
13. ADJUST SEWER CLEANOUT TO GRADE.
14. ADJUST DRAIN TO GRADE.
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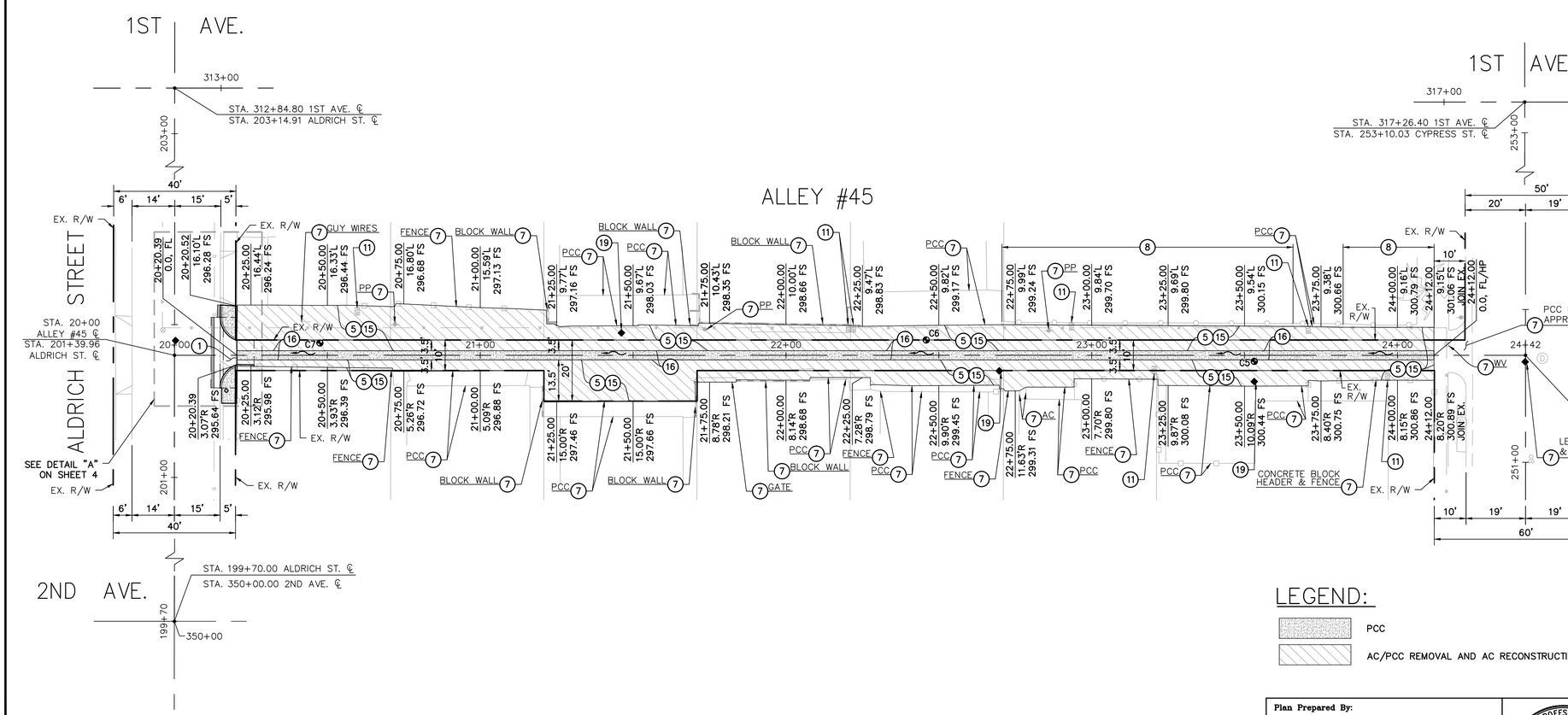

GEOTECHNICAL CORING RESULTS
CORE LOCATION
C5: 4.0" AC/2.5" AB
C6: 4.0" AC/9.0" AB
C7: 2.0" AC/6.5" AB

20' 10' 0 10' 20'
1"=20' GRAPHIC SCALE

LEGEND:

- PCC
- AC/PCC REMOVAL AND AC RECONSTRUCTION

Plan Prepared By:

4/1/2022
Date

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REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANCIONERI
No. C79006
CIVIL
STATE OF CALIFORNIA

REV	DATE	DESCRIPTION	BY	APP
1				
2				
3				
4				

CITY OF LA HABRA

ALLEY NO. 45
REHABILITATION
FY 2020-2021
STREET IMPROVEMENT PLAN

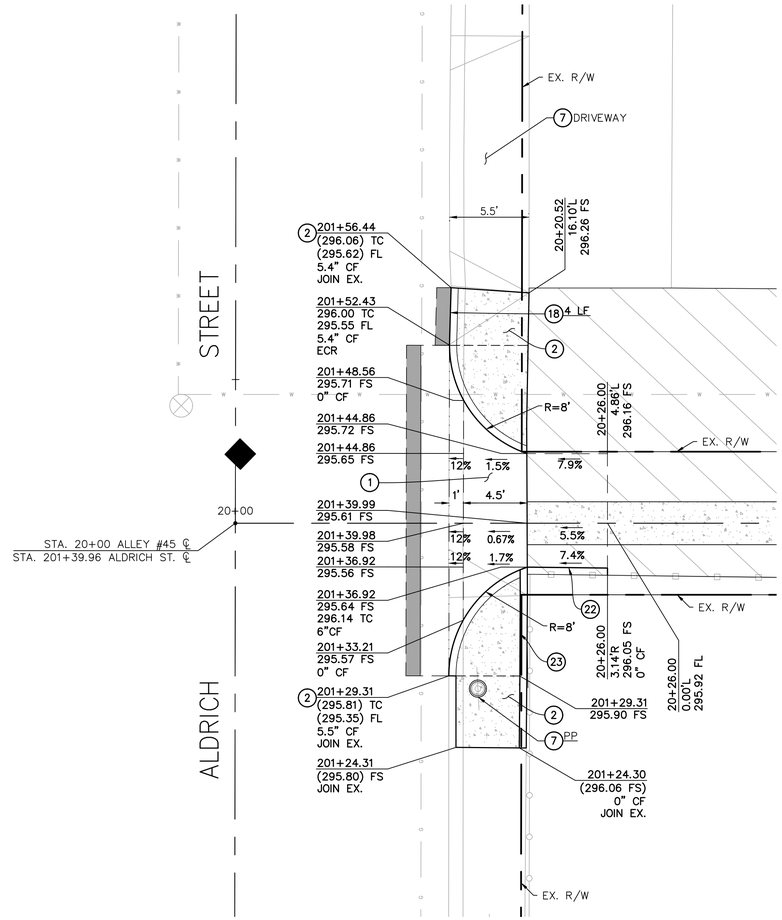
RECOMMENDED BY

DATE 7/20/22

FILE

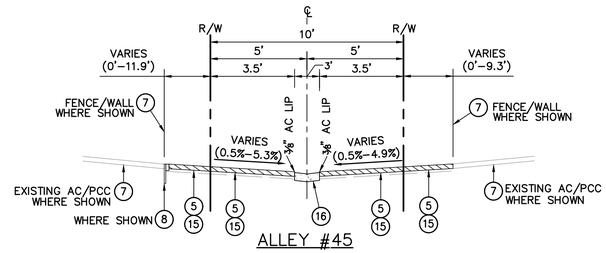
DWG. NO. I-D-516

SHEET 3 OF 6



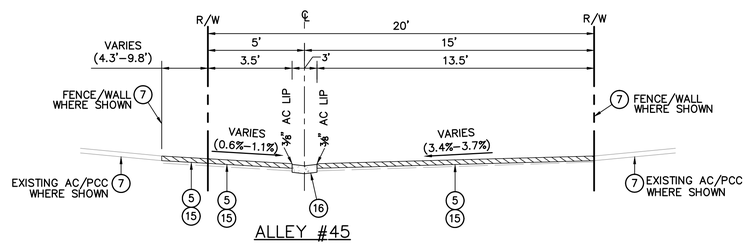
DETAIL "A"

SCALE = 1:5



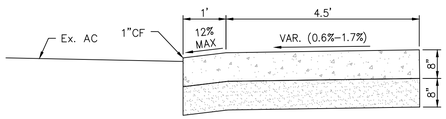
ALLEY #45

TYPICAL CROSS-SECTION
FROM STA 20+20.39 TO STA 21+20.82
FROM STA 21+70.94 TO STA 24+11.94
NO SCALE



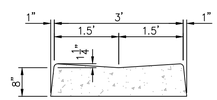
ALLEY #45

TYPICAL CROSS-SECTION
FROM STA 21+20.82 TO STA 21+70.94
NO SCALE



DRIVEWAY APPROACH SECTION

NO SCALE



LONGITUDINAL GUTTER

NO SCALE

CONSTRUCTION NOTES:

1. SAWCUT AND REMOVE EXISTING ALLEY APPROACH, AGGREGATE BASE AND SUBGRADE. CONSTRUCT 8" PCC ALLEY APPROACH PER CITY OF LA HABRA STANDARD DETAIL R-4, OVER 8" CMB. CONSTRUCT 8" DEPTH, 1' WIDE AC SLOT PATCH. CONTRACTOR SHALL FORM ALLEY INTERSECTION TO MATCH GRADES OF ALLEY AND LONGITUDINAL GUTTER TO MAINTAIN POSITIVE DRAINAGE.
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N

5' 2.5' 0 2.5' 5'
1"=5' GRAPHIC SCALE

LEGEND:

PCC

AC/PCC REMOVAL AND AC RECONSTRUCTION

Plan Prepared By:

4/1/2022
Date

KOA
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANZONERI
No. C79006
CIVIL
STATE OF CALIFORNIA

REVISION			
REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			

CITY OF LA HABRA

ALLEY NO. 45
REHABILITATION
FY 2020-2021
DETAIL SHEET

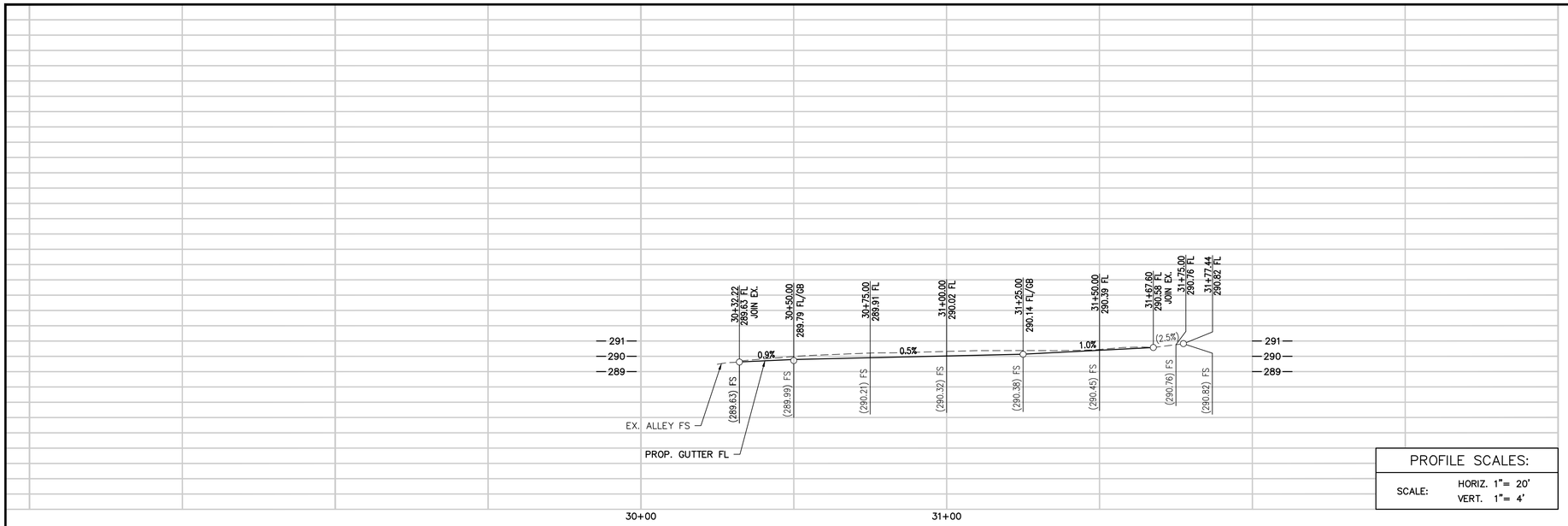
RECOMMENDED BY

DATE 7/20/22

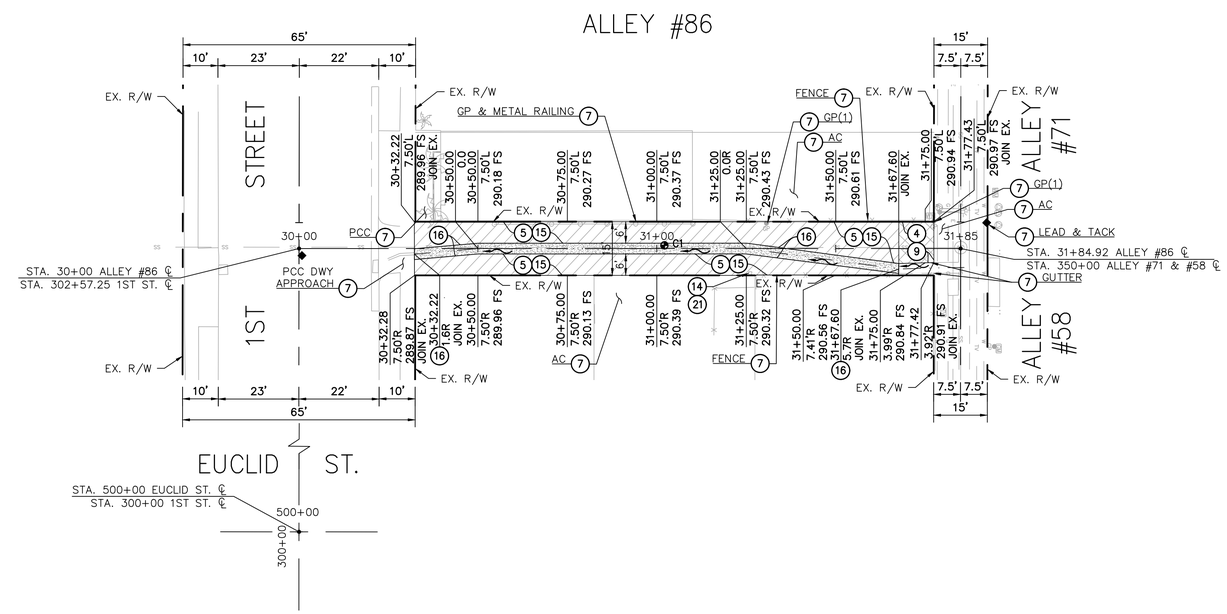
FILE

DWG. NO. I-D-516

SHEET 4 OF 6



PROFILE SCALES:	
SCALE:	HORIZ. 1"= 20' VERT. 1"= 4'



CONSTRUCTION NOTES:

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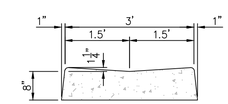
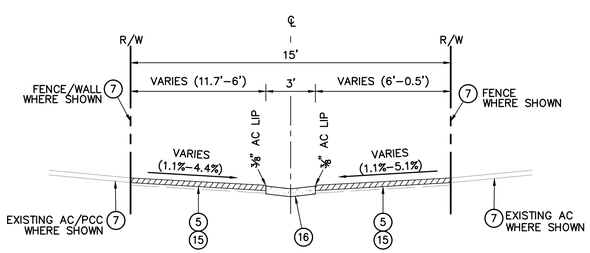
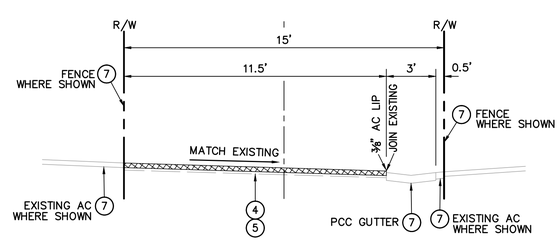


LONGITUDINAL GUTTER
NO SCALE



ALLEY #86

TYPICAL CROSS-SECTION
FROM STA 30+32.22 TO STA 31+67.60
NO SCALE



ALLEY #86

TYPICAL CROSS-SECTION
FROM STA 31+67.60 TO STA 31+77.43
NO SCALE

LEGEND:

- AC COLD MILL & AC OVERLAY AS INDICATED
- PCC
- AC REMOVAL AND AC RECONSTRUCTION

GEOTECHNICAL CORING RESULTS

CORE LOCATION
C1: 7.0" AC/5.5" AB

20' 10' 0 10' 20'
1"=20' GRAPHIC SCALE

Plan Prepared By:

4/1/2022
Date

KOA
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANCIONERI
No. C79006
CIVIL
STATE OF CALIFORNIA

REV	DATE	DESCRIPTION	BY	CHK
1				
2				
3				
4				

REVISION

CITY OF LA HABRA

ALLEY NO. 86
REHABILITATION
FY 2020-2021
STREET IMPROVEMENT PLAN

RECOMMENDED BY

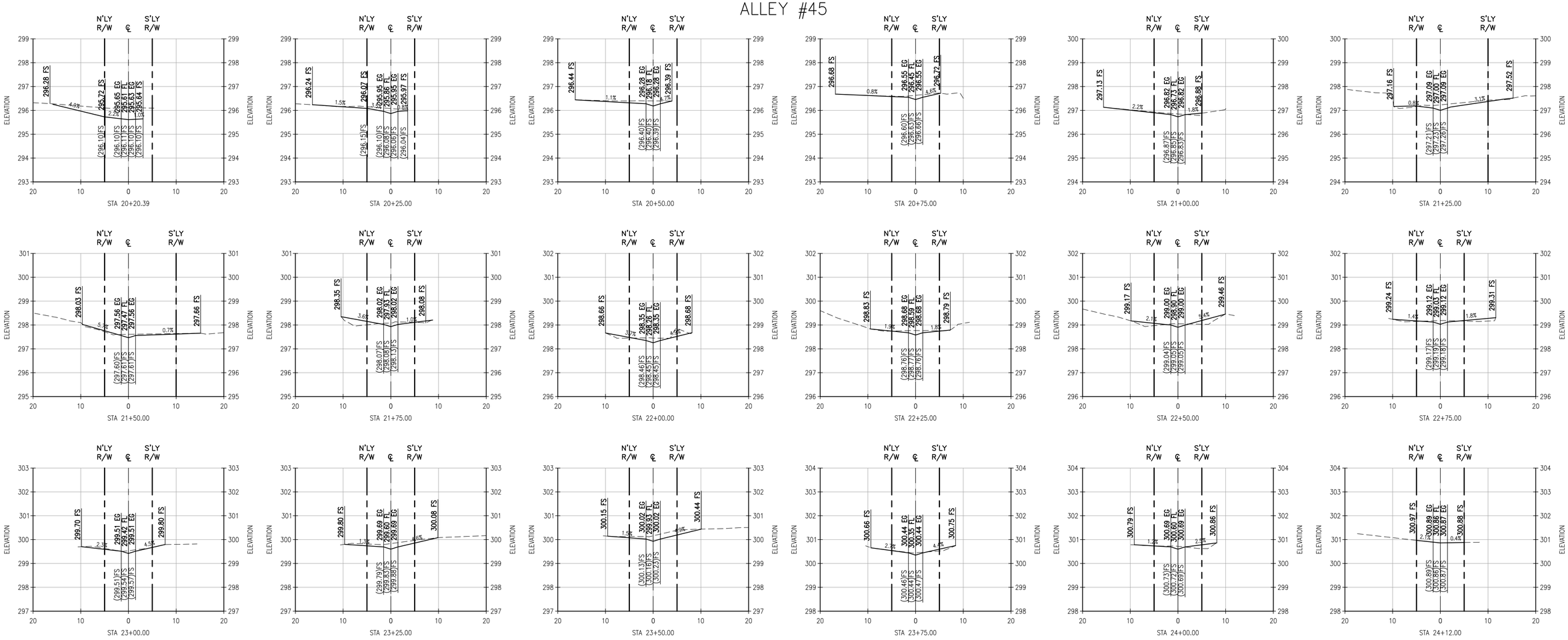
DATE 7/20/22

FILE

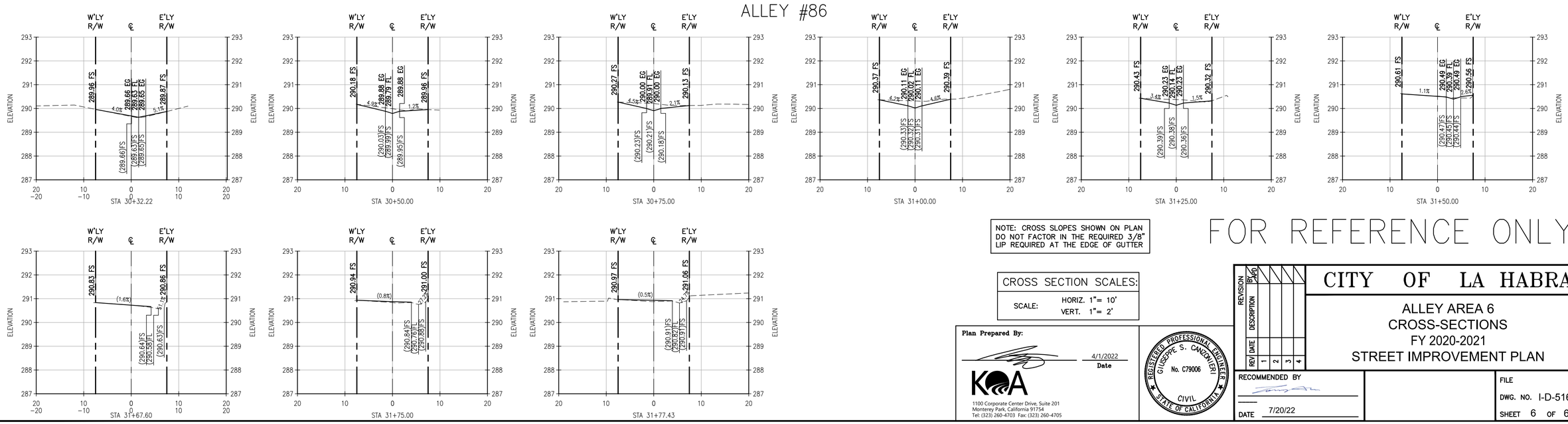
DWG. NO. I-D-516

SHEET 5 OF 6

ALLEY #45



ALLEY #86



NOTE: CROSS SLOPES SHOWN ON PLAN DO NOT FACTOR IN THE REQUIRED 3/8" LIP REQUIRED AT THE EDGE OF GUTTER

FOR REFERENCE ONLY

CROSS SECTION SCALES:

SCALE: HORIZ. 1"= 10'
VERT. 1"= 2'

Plan Prepared By:

4/1/2022
Date

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Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANCIONERI
No. C79006
CIVIL
STATE OF CALIFORNIA

REV	DATE	DESCRIPTION	BY	CKD
1				
2				
3				
4				

CITY OF LA HABRA

ALLEY AREA 6
CROSS-SECTIONS
FY 2020-2021
STREET IMPROVEMENT PLAN

RECOMMENDED BY

DATE 7/20/22

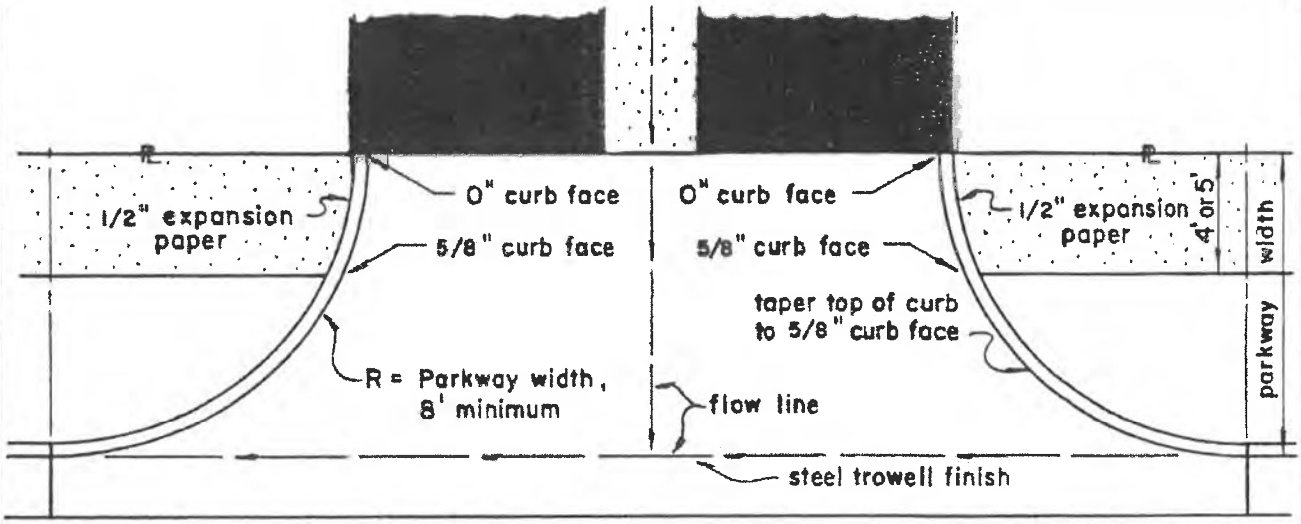
FILE

DWG. NO. I-D-516

SHEET 6 OF 6

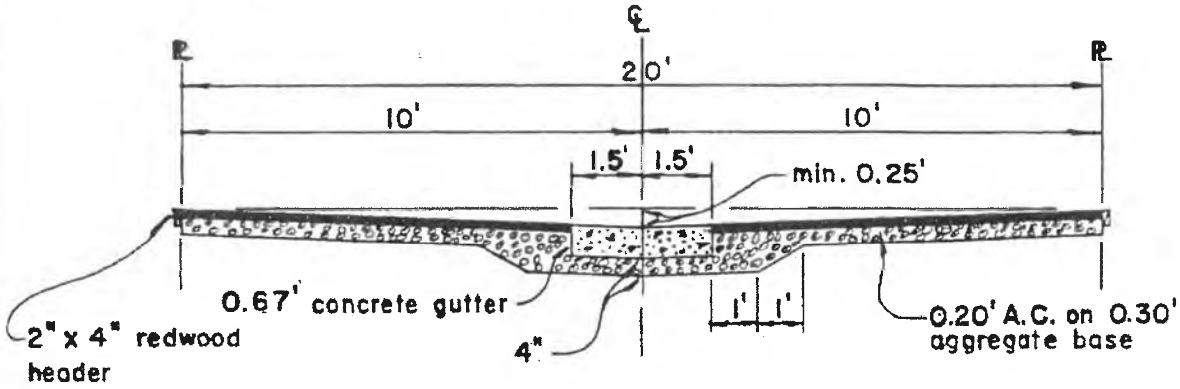
APPENDIX “B”

STANDARD PLANS

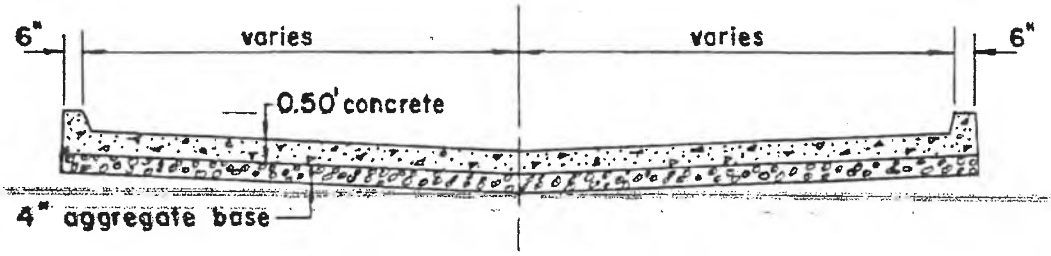


APRON PLAN

1/4" expansion papers shall be placed at intervals not to exceed 60' in the concrete gutter with 2 — 36" x 1/2" ø dowels wrapped or greased.



ALLEY SECTION



APRON SECTION

AGGREGATE BASE

Aggregate Base shall be in accordance with Section 200-2.2 of Standard Specification for Public Works Construction.

* *Replaces Std. Detail R-4 Approved 4-15-75*

CONCRETE

Class 520-C-2500 Per Section 201 of Standard Specification for Public Works Construction.

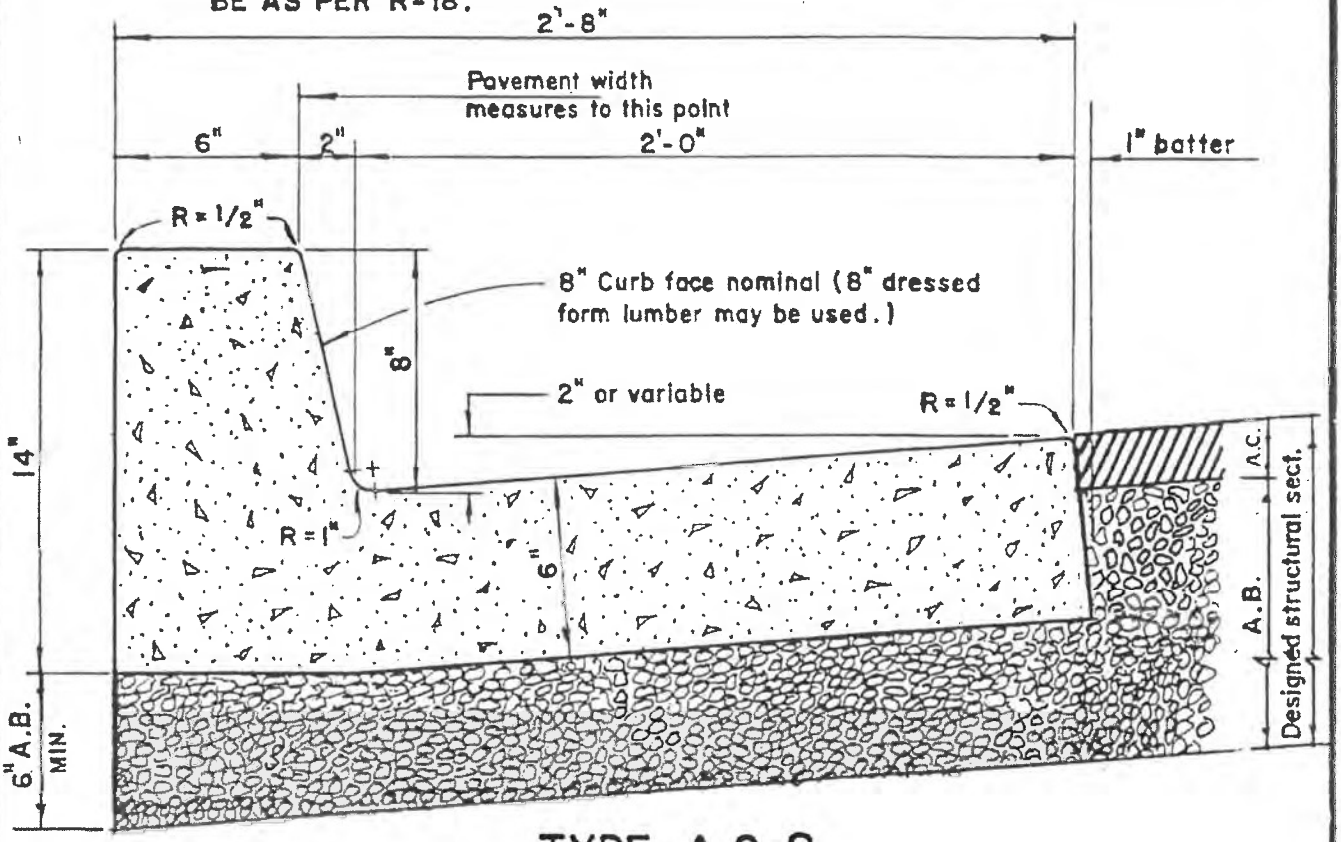
REV. 9/84

CITY OF LA HABRA

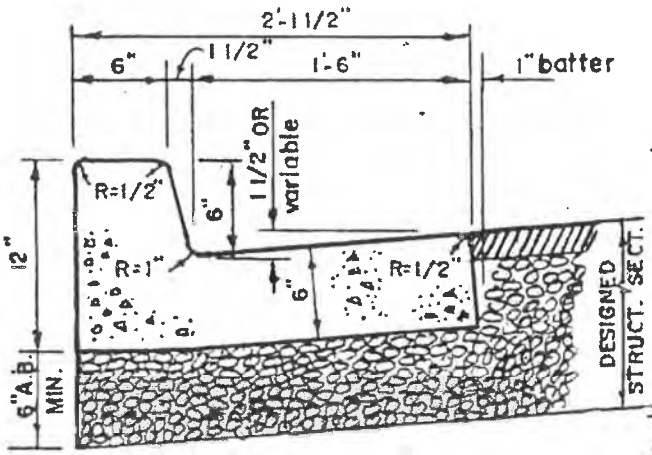
STANDARD ALLEY SECTION

APPROVED [signature] DATE _____ | STANDARD DETAIL R-4

NOTE: EXIST. A.C. SHALL BE REMOVED BY SAWCUTTING AT A MINIMUM DISTANCE OF ONE FOOT FROM LIP OF GUTTER. PAVEMENT REPLACEMENTS SHALL BE AS PER R-18.



TYPE A 2-8



TYPE D

CONCRETE

Class 520-C-2500 per Section 201 Standard Specifications for Public Works Construction, Current Edition.

PLACEMENT AND FINISH REQUIREMENTS

Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall then be finished to grade with a float and steel troweled smooth. The top and face of the curb shall be final finished with a fine broom. The gutter shall be final finished with a coarse broom and with a 4" shiner along flowline. If a portion of the back of curb is to be exposed, it shall be final finished with a fine broom a minimum of 2" below the exposed surface.

All form lumber excepting curb face form lumber, shall remain in place a minimum of 24 hours.

EXPANSION PAPER

1/4" Expansion paper shall be placed at intervals not to exceed 60' with a weakened plane joint every 20'.

AGGREGATE BASE

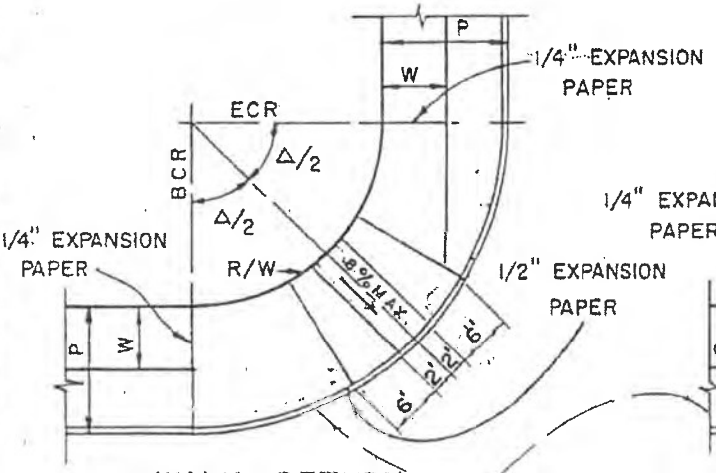
Aggregate Base shall be in accordance with Section 200-2.2 of Standard Specification for Public Works Construction.

REV. 5-11-78 REV. 4/83 REV. 4-30-84 ; 8-28-84 ; 2-25-86
* REPLACES STD. DETAIL R-13 APPROVED 6-15-75

CITY OF LA HABRA

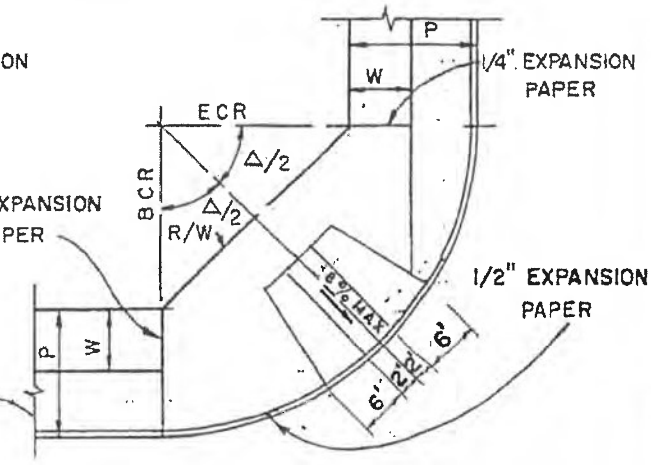
STANDARD CURB & 2' GUTTER

APPROVED: R. L. Bonalacci DATE: | STANDARD DETAIL R-13

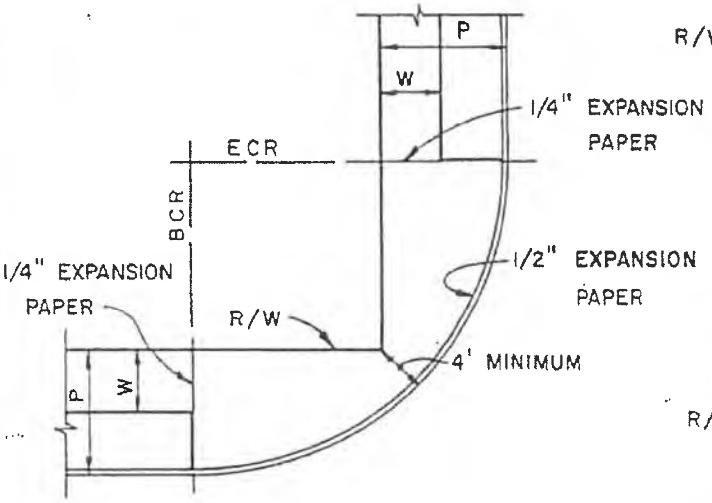


WALK RETURN
CASE I

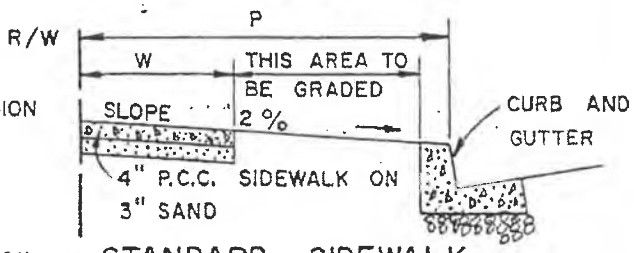
SEE STD. DETAIL R-26



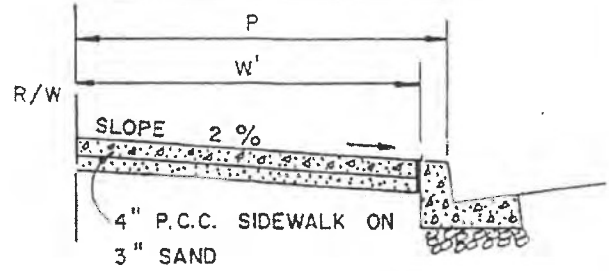
WALK RETURN
CASE II



WALK RETURN
CASE III

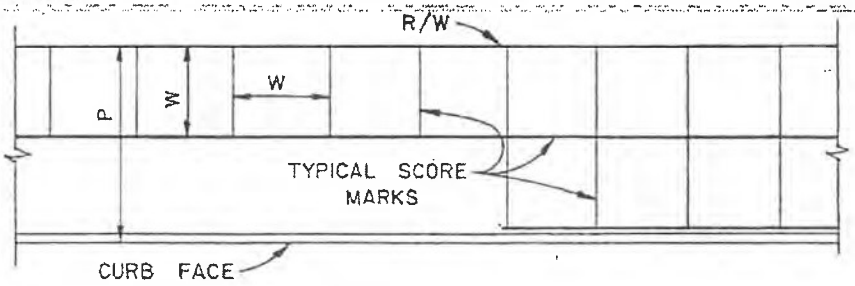


STANDARD SIDEWALK
TYPICAL SECTION



COMMERCIAL SIDEWALK
TYPICAL SECTION

P = PARKWAY WIDTH AS NOTED ON PLAN
W = 4' RESIDENTIAL & COLLECTOR STREETS
W = 5' ARTERIAL HIGHWAYS
W' = PARKWAY WIDTH



NOTES:

1. 1/4" EXPANSION PAPERS SHALL BE PLACED AT 60' INTERVALS.
2. CONCRETE— CLASS 520-C-2500 PER SECTION 201 OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. WEAKENED JOINTS SHALL BE PLACED AT 20' INTERVALS.
4. SAND SHALL HAVE A SAND EQUIVALENT OF NOT LESS THAN 30.

REV. 1-7-87 ; 7-6-87

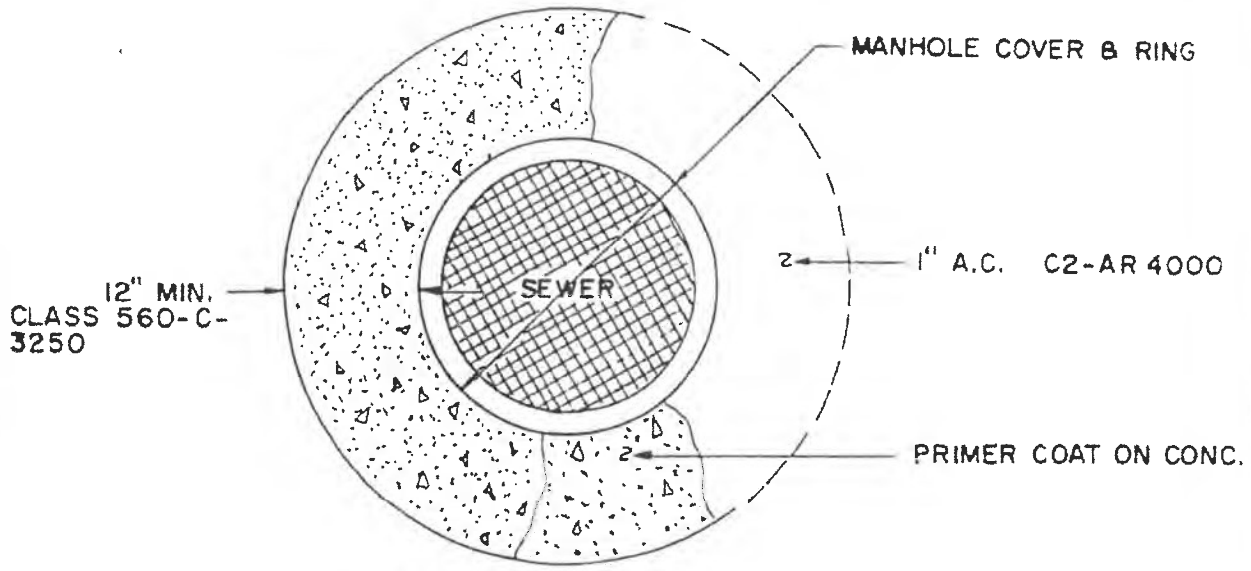
5-30-78

CITY OF LA HABRA

STANDARD SIDEWALK RETURNS & MARKINGS

APPROVED R.L. Buonodono DATE 1-15-71

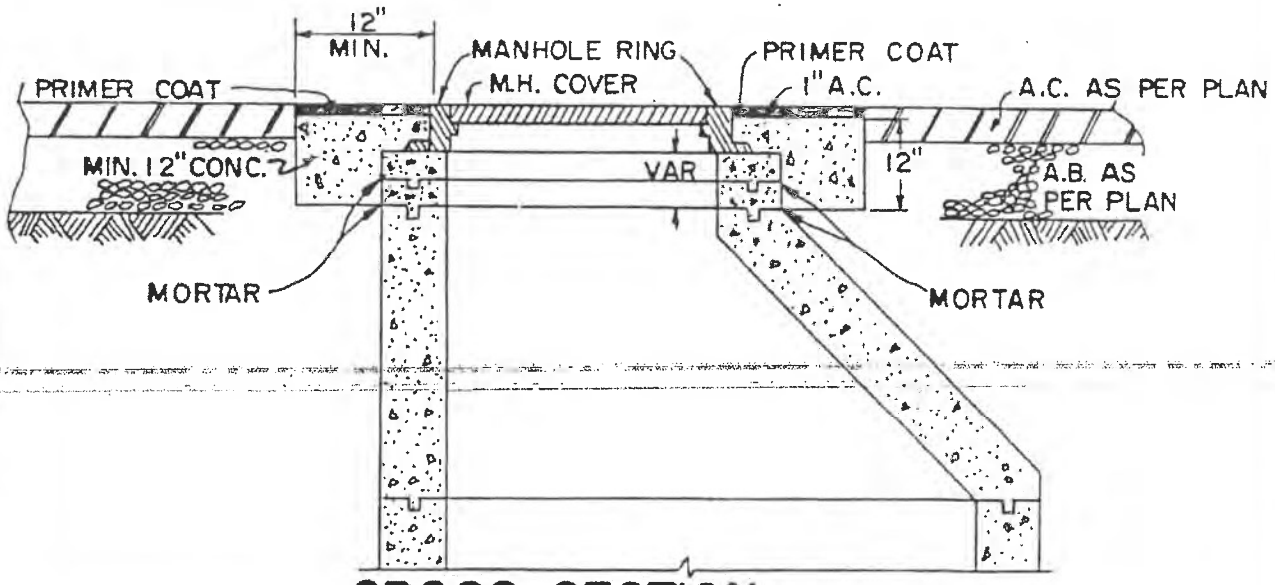
STANDARD DETAIL R-14



PLAN VIEW

CONC. MAY BE CIRCULAR OR SQUARE IN SHAPE WITH A MINIMUM DISTANCE OF 12" BETWEEN EDGE OF CONC. AND LIP OF M.H. RING.

MANHOLES MAY BE ADJUSTED TO GRADE USING BRICK AND MORTAR OR PRECAST RINGS AT THE CONTRACTORS OPTION.



CROSS SECTION

CITY OF LA HABRA

MANHOLE ADJUSTMENT DETAILS

APPROVED K.L. Burnsbee DATE 1-28-86 | STANDARD DETAIL R-19A

APPENDIX "C"

CDBG REQUIREMENTS

<u>CDBG REQUIREMENTS</u>: This project is funded through the Community Development Block Grant (CDBG). As described in the "ACKNOWLEDGEMENT OF CDBG REQUIREMENTS", the Contractor shall submit all applicable documents in this Appendix with their Bid Proposal. Failure to submit all of the required documents listed in Appendix "C" may result in a Non-Responsive Bid Proposal.

ACKNOWLEDGEMENT OF CDBG REQUIREMENTS

The Bidder shall acknowledge the required Appendix "C" documents that must be included with the bid proposal by placing an "X" by each listed document.

*System for Award Management (SAM) Registration Requirement _____
*Non-Segregated Facilities Certification _____
*Contractor List of Proposed Subcontractors _____
*Notice of Equal Employment Opportunity _____
*Past Performance Certification _____
*Non-Discrimination Certification _____
*Minority and Women's Business Enterprise Tiered Compliance Plan _____
*Federal Lobbyist Certification _____
*Disclosure of Lobbying Activities _____
*Debarment and Suspension Certification, with Acknowledgement _____
*Compliance with Clean Air and Water Acts _____
*Section 3 Business Concern Certification For Contracting (**If Applicable**) _____
*Notice of Section 3 Commitment _____
*Section 3 Economic Opportunity Plan (**If Applicable**) _____
*Section 3 Worker and Targeted Section 3 Worker Self-Certification (**If Applicable**) ___
*Section 3 Economic Opportunity Report (If Applicable) _____
*U.S. Department of Housing and Urban Development Report of Additional Classification and Rate (**If Applicable**) _____

If any required document listed above is not submitted with the Bid Proposal, the Bid Proposal may be rejected.

System for Award Management (SAM) Registration Requirement

Company Name: _____

Unique Entity Identifier (UEI) Number: _____

Please note that as of April 4, 2022, the Federal government stopped using the DUNS number issued by Dun and Bradstreet to uniquely identifiy entities. All entities doing business with the federal government will use an UEI number assigned in SAM.gov. All businesses must be registered and listed as active in the System for Award Management (SAM) before submitting a bid for federal contracts. If your business is not registered with SAM.gov please complete registration at SAM.gov.

Registration with SAM.gov is **not optional**. If your business does not show as being active when your UEI Number is checked in SAM.gov during the review of your submitted bid, your bid will be considered **nonresponsive**.

I acknowledge that I am registered as active in SAM.

_____ _____

Signature Date

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific 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.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246).

a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;

(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) Employer Identification Number, (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 reasonable 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 complied 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, sec 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.

4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of 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.

5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

Non-Segregated Facilities Certification

PROJECT NAME | PROJECT NUMBER | BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER | EMPLOYER IDENTIFICATION NUMBER | UEI NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

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

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

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

AUTHORIZED OFFICIAL NAME | AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE | DATE

List of Proposed Subcontractors or Sub-Tier Contractors

PROJECT NAME

PROJECT NUMBER

AWARDING AGENCY

COMPANY NAME

BID/CONTRACT/SUBCONTRACT DOLLAR AMOUNT

PHONE NUMBER

COMPANY ADDRESS

FAX NUMBER

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

UEI NUMBER

E MAIL

Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid

Sub or Sub-tier Contractor's: Name, Address, and Telephone Number	Contractor License Number	Employer Identification Number	UEI Number	Contract Amount	Estimated Start Date	Estimated Completion Date	Trade(s) to be Used

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

Notice of Equal Employment Opportunity

TO: _____
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

_____
ADDRESS

_____ _____ _____
PROJECT NAME PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

_____
COMPANY NAME

_____
COMPANY ADDRESS

_____ _____ _____
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER UEI 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.

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

_____ _____
AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY

_____ _____
AUTHORIZED OFFICIAL SIGNATURE DATE

Past Performance Certification

PROJECT NAME _____ PROJECT NUMBER _____ NUMBER OF EMPLOYEES _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____ EMPLOYER IDENTIFICATION NUMBER _____ UEI NUMBER _____

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

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

AUTHORIZED OFFICIAL NAME _____ AUTHORIZED OFFICIAL TITLE/CAPACITY _____

AUTHORIZED OFFICIAL SIGNATURE _____ DATE _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

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

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

NON-DISCRIMINATION CERTIFICATION

As suppliers of goods or services to the City of La Habra, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM_____

NAME OF PERSON SIGNING_____

TITLE OF PERSON SIGNING_____

DATE_____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

_____

_____

_____

Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____

FIRM NAME _____ PHONE _____

BUSINESS ADDRESS _____

TYPE OF FIRM:
(Check One and Provide Information)

☐ Individual — Name of Owner _____
☐ Corporation — State of Incorporation: _____
☐ Partnership — Indicate General "G", Limited "L": _____
Name of Partners: _____
☐ Joint Venture — Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: _____

OWNERSHIP DEMOGRAPHICS:
(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number						
% of Assets Owned						

OWNERSHIP INFORMATION:
(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage

I certify that the information provided herein is true and correct.

Federal EIN: _____
License Number: _____
DUNS Number: _____

SIGNATURE _____ DATE _____

IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.
IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.

PART 2

MBE AND WBE SUBCONTRACTS AWARDED

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____

FIRM NAME _____ PHONE _____

BID DATE _____ BID AMOUNT _____

Provide information on each subcontract or supply contract awarded to MBE/WBE firms.
Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	$	%
WBE:	$	%

SIGNATURE _____ DATE _____

PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT

PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

Good Faith Effort Evaluation Criteria	Initial here If true and correct
1. The Bidder/Firm is a bona-fide MBE or WBE firm; or, the Bidder/Firm subcontracted to MBE firm(s) and WBE firm(s).	_____
2. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.	_____
3. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: _____ Media contact information: _____ _____ Date(s) of advertisement: _____ Attach copies of the advertisement(s) to this form and submit with bid.	_____
4. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications. Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	_____
5. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project. Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	_____
6. Assistance was requested from organizations which identify potential MBE/WBE firms. Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.	_____

Good Faith Effort Evaluation Criteria

Initial here If true and correct

7. Potential MBE/WBE firms were contacted and negotiation was made in good faith. _____

   Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

8. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. _____

   Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

_____ SIGNATURE

_____ DATE

_____ TITLE

_____ PHONE

(NOTARY SEAL)

Federal Lobbyist Certification

PROJECT NAME _____ PROJECT NUMBER _____ BID/CONTRACT DOLLAR AMOUNT _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____ EMPLOYER IDENTIFICATION NUMBER _____ UEI 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 grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

AUTHORIZED OFFICIAL NAME _____ AUTHORIZED OFFICIAL TITLE/CAPACITY _____

AUTHORIZED OFFICIAL SIGNATURE _____ DATE _____

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(Notarized Acknowledgement on next page)

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____,
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

_____
Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ DATE of DOCUMENT _____

Signer(s) Other Than Named Above _____

Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilizes in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

Note: Signing this Proposal on the signature portion thereof shall also constitute the Contractor's agreement to comply with the stipulations identified herein this Compliance with Clean Air and Water Acts.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

By signing this I acknowledge the required compliance.

_____ _____

Signature Date

Section 3 Federal Requirements Information

1. **Section 3 Purpose**. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968. Found under 24 CFR Part 75, the purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance are, to the greatest extent feasible, directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing.

2. **Section 3 Obligation**. HUD housing and community development assistance used for housing rehab/construction, public construction above $200,000. It focuses on labor hours instead of new hires creating an incentive for employers to invest in and retain their newly hired low- income workers.

3. **City's Efforts to Award to Section 3 Business Concerns (24 CFR 75.25(b)).** All bidders must address the Section 3 employment and contracting benchmarks to be considered in compliance with HUD.

- Procurement under the Competitive Proposal Method of procurement (Request for Proposal - RFP)
  1) For contracts and subcontracts awarded under the competitive proposals method of procurement (2 CFR 200.320).

  2) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 Economic Opportunity Plan), as disclosed in proposals submitted by all business concerns (Section 3 and non-section 3 business concerns).

4. **Section 3 Definitions**

4.1. Section 3 Project (75.3(a)(2))

4.1.1. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. Applies to the entire project, regardless of whether the project is fully or partially assisted under HUD.

4.2. Section 3 Worker (75.5)

4.2.1. Any worker who currently fits, or when hired within the past five years (not before 11/30/20) fit, at least one of the following categories, as documented:

- A low or very low-income worker, or
- Employed by a Section 3 business concern; or
- A Youthbuild participant

4.3. Section 3 Targeted Worker (75.5)

- Worker employed by a Section 3 business concern; or
- Currently fits or when hired fit at least one of the following categories as documented within the past five years:
  - Living within the service area or the neighborhood of the project (one-mile radius of project site)
  - Youthbuild participants

Section 3 Federal Requirements Information

4.4. Section 3 Business Concern (75.5)

4.4.1. Businesses that meet one of the following criteria within the last six months:

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

A business may register as a Section 3 business through HUD's Section 3 Business Registry[1].

5. Section 3 Benchmark Requirements

5.1. Certification that the following benchmarks are met or exceeded is considered in compliance by HUD (in the absence of evidence to the contrary):

- 25% of total labor hours worked by Section 3 workers; and
- 5% of total labor hours worked by Targeted Section 3 workers

5.2. Professional Service Labor Hour

5.2.1. Non-construction services that require an advance degree or professional licensing are excluded from Section 3.

5.2.2. BONUS: Contractor/subcontractor may count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours. However, do not count professional services as part of the total labor hours.

6. Section 3 Required Reporting

6.1. The contractor/subcontractor shall maintain all records, reports, and other documentation demonstrating its efforts to achieve the Section 3 benchmark requirements. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address to each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documentation.

6.1.1.1. Section 3 Business Concern Certification for Contracting form (must be submitted with Bid)

6.1.1.2. Notice of Section 3 Commitment (must be submitted with Bid and posted at jobsite)

6.1.1.3. Section 3 Economic Opportunity Plan (must be submitted with Bid if not a Section 3 Business Concern).

6.1.1.4. Section 3 Worker Certification (must be submitted with 1st weekly certified payroll that the Section 3 worker is reported)

6.1.1.5. Section 3 Economic Opportunity Report (submit with Final Certified Payroll Report or June 30th, whichever comes first)

6.2. Qualitative Reporting (75.25(b))

If unable to meet benchmark goals, must describe efforts taken to meet requirements with evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

[1] HUD's Section 3 Business Registry https://hudapps.hud.gov/OpportunityPortal/

Section 3 Federal Requirements Information

7. Contractor's Efforts to Comply with Section 3 Requirements

7.1. Examples of the contractor's efforts to offer training or employment opportunities to Section 3 workers include:

7.1.1. Entering into "first Source" hiring agreements with organizations representing Section 3 workers.

7.1.2. Sponsoring a HUD-certified "Step Up" employment and training program for Section 3 workers.

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

7.1.4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where Section 3 workers reside.

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

7.1.6. Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments Section 3 workers reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filed.

7.1.7. Sponsoring (scheduling, advertising, financing, or providing in-kind services) a job informational meeting to be conducted by a housing authority or contactor representative or representatives at a location in the housing development or developments where Section 3 workers reside or in the neighborhood or service area of the Section 3 project.

7.1.8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Section 3 workers reside and, in the neighborhood, or service area in which a Section 3 project is located.

7.1.9. Arranging for a location in the housing development or developments where Section 3 workers reside, or the neighborhood or service area of the project, where jobs applications may be delivered to and collected by a recipient or contractor representative or representatives.

7.1.10. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.

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

Section 3 Federal Requirements Information

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

7.1.13. Advertising the job dot be filled through local media, such as community television networks, newspapers of general circulations, and radio advertising.

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

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

7.1.16. Undertaking job counseling, education, and related programs in association with local educational institutions.

7.1.17. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 workers previously hired for employment opportunities.

7.1.18. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 workers to be trained or employed on the Section 3 projects.

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

7.2. Examples of Contractor's Efforts to Award Contracts to Section 3 Business Concerns include:

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

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

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

7.2.4. Advertising contracting opportunities by posting notices, which provide general information, in the common areas or other prominent areas of the housing development or developments owned and managed by the housing authority.

7.2.5. For housing authorities, contacting resident councils, resent management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying Section 3 business concerns.

7.2.6. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concern to respond to the bid invitations or request for proposals.

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

Section 3 Federal Requirements Information

7.2.8. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

7.2.9. Carrying out workshops, contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting and subcontracting opportunities.

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

7.2.11. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery scheduled in ways to facilitate the participation by Section 3 business concerns.

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

7.2.13. Contacting agencies administering HUD Youthbuild programs and notifying these agencies of the contracting opportunities.

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

7.2.15. Developing a list of eligible Section 3 business concerns.

7.2.16. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned business.

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

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

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

7.2.20. Actively supporting joint ventures with Section 3 business concerns.

7.2.21. Actively supporting the development or maintenance of business incubators that assist Section 3 business concerns.

Section 3 Federal Requirements Information

8. Section 3 Complaint Procedures

8.1. A complaint may be filed by Section residents, Section 3 business concerns, or parties alleging non-compliance with the Section 3 regulations by the City or contractor. Complaints are reviewed and investigated by the Assistant Secretary of Fair Housing and Equal Opportunity and, where appropriate voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows:

8.1.1. A complaint must be filed with the Assistant Secretary of Fair Housing and Equal Opportunity, U.S. Department of Housing & Urban Development.

8.1.2. A complaint must be received not later than 180 days from the date of action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

8.1.3. Each complaint must be in writing, signed by the complainant, and include:

- The complainant's name and address;
- The name and address of the respondent; and
- A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

8.1.4. A complaint may provide information to be contained in a complaint by telephone to HUD or any HUD field office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complaint for signature.

8.1.5. Where to file your complaint:

Online at https://www.hud.gov/section3.

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

SAN FRANCISCO REGIONAL OFFICE
U.S. Department of Housing and Urban
Development Pacific/Hawaii Office
600 Harrison Street Third Floor
San Francisco, CA 94107
(415) 489-6536 (800) 347-3739 Fax: (415) 489-6560
Email: complaints_office_09@hud.gov
*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada

Section 3 Federal Requirements Information

9. Section 3 Non-Compliance

9.1. Noncompliance with HUD's regulations in 24 CFR Part 755 may result in sanctions, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.1.1. 5% Retention

The City will retain five percent (5%) of the contract amount for this project until the Labor Standards Enforcement File has been completed and final clearance is issued. Five percent (5%) of the total construction award will be retained from the prime contractor by the City to allow for the availability of funds to remedy monetary liabilities that can result from violations of Section 3 requirements or the Davis- Bacon and Related Acts and Federal Labor Standards Provisions.

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons.

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

OR

☐ Written Commitment (Section 3 Economic Opportunity Plan), outline intentions to hire section 3 workers and/or subcontract with Section 3 Business Concerns.

(front side)

Business Concern Affirmation

I affirm that the above statements (on the front side of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of La Habra may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

.

Print Name: _____

Signature: _____Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐**YES** ☐**NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)

The City of La Habra
Section 3 Income Limits
Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual household of 1 (regardless of actual household size).

Individual Income Limits for
Orange County FY 2021

Income Limits Category	FY 2021 Income Limits
Extremely Low Income Limits (30%)	$28,250
Very Low Income Limits (50%)	$47,100
Low Income Limits (80%)	$75,300

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant.

Notice of Section 3 Commitment

Federal Compliance Form – Must be submitted with Bid and posted at Jobsite

TO: _____

(Name of Labor Union, Workers Representative, etc.

_____

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	**Job Classification**

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____ . For additional information, you may contact _____, _____at (_____)_____.

Contact Person's Name Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ By: _____

(Print Name) (Signature)

_____ _____

(Date) (Title)

Section 3 Economic Opportunity Plan

Federal Compliance Form – Must be submitted with Bid if Written Commitment Box is checked on Section 3 Business Concern Certification

1. Name and Address of Contractor:	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code:	(Use a separate sheet for each Program Code)	

Program Codes

1. Flexible Subsidy **2**. Section 202/811 **3**. Public/Indian Housing Development, Operation and Modernization **4**. Homeless Assistance **5**. HOME
6. HOME - State Administered **7**. CDBG – Entitlement **8**. CDBG - State Administered **9**. Other CD Programs **10**. Other Housing Programs

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL PROJECT LABOR HOURS	SECTION 3 LABOR HOURS	% of Total Project Labor Hours Performed by Section 3 Workers
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION CONTRACT	CONTRACT AMOUNT
		$
		$
		$
		$
		$
		$
		$
	TOTAL	**$**
	Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:	**%**

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐YES ☐NO
2. Are you a resident of the City of La Habra ☐YES ☐NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis.

☐ **Less than $12,000**
☐ **$12,001 - $24,000**
☐ **$24,001 - $36,000**
☐ **$36,001 - $48,000**
☐ **$48,001 - $60,000**
☐ **$60,001 - $75,300**
☐ **More than $75,300**

Select from *ONE* of the following two options below:

I qualify as a:

☐ Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)

☐ Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)

(frontside)

Employee Affirmation

I affirm that the above statements (on front side of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____Date Hired: _____

Signature: _____Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐**YES** ☐**NO**

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐**YES** ☐**NO**

Was this an applicant who was hired as a result of the Section 3 project? ☐**YES** ☐**NO**

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)

The City of La Habra
Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for County of Orange FY 2021

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	Below $24,250/yr
Very Low Income Limits (50%)	Below $47,100/yr
Low Income Limits (80%)	Below $75,300/yr

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years (not past 11/30/20):
    - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
    - A YouthBuild participant.

Section 3 Economic Opportunity Report

Federal Compliance Form – Submit with Final Certified Payroll Report or on June 30th, whichever occurs first.

1. Contractor Name and Address	2. Project Number:	3. Dollar Amount of Contract:
	4. Contractor Contact Person:	5. Phone: (include Area Code)
	6. Date Report Submitted:	7. Date(s) Covered:
	8. CSLB License Number and Class:	9. Federal EIN:

Part I: Employment & Training Opportunities provided to low-income individuals (Minimum Goal: 25% of total project labor hours by Section 3 workers & 5% of total project labor worked hours by Targeted Section 3 workers)

Job Category	Number of Total Labor Hours	Number of Total Labor Hours that are Section 3 Workers	% of Aggregate Number of Labor Hours that are Section 3 Workers	% of Total Labor Hours for Section 3 Workers	Number of Section 3 Workers
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
TOTALS:			%	%	

Part II: Subcontracts Awarded

Number of Subcontracts awarded:		**Number of Section 3 Businesses Receiving Contracts:**	
Name of Qualified Business Concern		**Construction Contract**	**Amount**
			$
			$
			$
			$
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:			**$**
Dollar Amount of All Subcontracts:			$
Percentage of the total dollar amount awarded to qualified Business Concerns:			**%**

Part III: Summary of the efforts that were made to generate economic opportunities

Trained and/or Employed _____low-income individuals equal to _____(%) of the aggregate labor hours. (Attach Resident Certifications)

Awarded a Subcontract to _____qualified Business Concerns equal to _____(%) of the contract amount. (Attach Business Certifications)

____Attempted to recruit low-income individuals through:
____Held job fairs

____Conducted on-the-job training

____Outreach efforts to public housing residents

____Participated in a HUD program or other program which promotes the training or employment of low-income individuals

____Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns

____Contacted agencies administering HUD Youth-Build programs. (Attach list)

____Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment.

OTHER - _____(Attach supporting documentation)

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM *(name and address of requesting agency)*

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

- ☐ **Building**
- ☐ **Heavy**
- ☐ **Highway**
- ☐ **Residential**
- ☐ **Other (specify)**

6. WAGE DECISION NO. (include modification number, if any)

DATE of WAGE DECISION:

☐ **COPY ATTACHED**

7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

9a.

☐ Agree

☐ Disagree

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

9b. SIGNATURE

DATE

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

Agency Representative
(Typed name and signature)

Date

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

FEDERAL WAGE DECISION

FEDERAL WAGE RATES

Federal Wage Rates are physically incorporated in the contract advertising package and are also available online at the following website:

https://www.sam.gov/

Applicable wage rates can be accessed by searching the wage determination:

Selection Criteria noted below:

State:	California
County:	Orange
Construction Type:	Highway

Hit Enter

Applicable Federal Wage Rates shall also be accessed by the Contractor within 10 days before bid opening to check for any revisions and shall be acknowledged as part of the bid submittal. The final contract documents signed by the City and the Contractor will physically include the Federal Wage Rates, or Federal Wage Rates as revised within 10 days prior to bid opening or by addendums, if any such addendums have been issued.

"General Decision Number: CA20220024 04/29/2022

Superseded General Decision Number: CA20210024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange 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 the 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 https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/04/2022
4	02/18/2022
5	02/25/2022
6	03/04/2022
7	04/01/2022
8	04/29/2022

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

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* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 41.39	18.95

*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

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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

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* BRCA0018-010 09/01/2021

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                                   Rates          Fringes

TERRAZZO FINISHER................$ 35.43            14.10
TERRAZZO WORKER/SETTER...........$ 43.61            14.63
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 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.

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 CARP0213-004 07/01/2021

                                   Rates          Fringes

Drywall
     DRYWALL INSTALLER/LATHER....$ 51.60            16.28
     STOCKER/SCRAPPER............$ 22.16             8.62
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 CARP0721-001 07/01/2021

                                   Rates          Fringes

Modular Furniture Installer......$ 21.85             7.15
-----------------------------------------------------------------
 ELEC0011-002 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

                                   Rates          Fringes

Communications System
     Installer...................$ 43.87         3%+15.03
     Technician..................$ 33.30         3%+27.82

SCOPE OF WORK:
  Installation, testing, service and maintenance of systems
  utilizing the transmission and/or transference of voice,
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sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 12/27/2021

	Rates	Fringes
CABLE SPLICER	$ 54.65	22.98
ELECTRICIAN	$ 52.25	22.91

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* ELEC0441-003 12/27/2021

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

	Rates	Fringes
Communications System		
Installer	$ 41.68	15.90
Technician	$ 31.23	15.39

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.

ELEC0441-004 12/27/2021

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic Splicer	$ 52.85	22.93
Electrician	$ 52.25	22.91
Technician	$ 39.19	22.52

SCOPE OF WORK: Electrical work on public streets, freeways,
toll-ways, etc, above or below ground. All work necessary
for the installation, renovation, repair or removal of
Intelligent Transportation Systems, Video Surveilance
Systems (CCTV), Street Lighting and and Traffic Signal work
or systems whether underground or on bridges. Includes
dusk to dawn lighting installations and ramps for access to
or egress from freeways, toll-ways, etc.
Intelligent Transportation Systems shall include all systems
and components to control, monitor, and communicate with
pedestrian or vehicular traffic, included but not limited
to: installation, modification, removal of all Fiber optic
Video System, Fiber Optic Data Systems, Direct interconnect
and Communications Systems, Microwave Data and Video
Systems, Infrared and Sonic Detection Systems, Solar Power
Systems, Highway Advisory Radio Systems, highway Weight and
Motion Systems, etc.
Any and all work required to install and maintain any
specialized or newly developed systems. All cutting,
fitting and bandaging of ducts, raceways, and conduits.
The cleaning, rodding and installation of ""fish and pull
wires"". The excavation, setting, leveling and grouting of
precast manholes, vaults, and pull boxes including ground
rods or grounding systems, rock necessary for leveling and
drainagae as well as pouring of a concrete envelope if
needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks

necessary toinstall the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and comnmunication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

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

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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

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     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 followng Military Bases: China Lake Naval
  Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,
  Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics
  Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp
  Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford,

Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator;

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

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

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

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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

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

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

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

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

combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and 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 whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	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

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     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand..................$ 49.23            30.00
     (6) Barge Mate.............$ 49.84            30.00
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 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


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 LABO0300-005 03/01/2021

                                   Rates          Fringes

Asbestos Removal Laborer.........$ 37.49            21.88

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

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 LABO0345-001 07/01/2021

                                   Rates          Fringes

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

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

LABO0652-001 07/01/2020

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

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water

pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling

person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0652-003 07/01/2021

	Rates	Fringes
Brick Tender	$ 35.82	20.45

LABO1184-001 07/01/2021

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic

delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

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LABO1414-001 08/05/2020

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

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

PAIN0036-001 07/01/2020

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

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

PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 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

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PAIN1247-002 01/01/2021

	Rates	Fringes

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SOFT FLOOR LAYER.................$ 38.75            14.03
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 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.

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 SFCA0669-008 04/01/2022

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA,
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AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY
LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 43.25	26.77

SFCA0709-003 01/01/2021

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF
ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire)	$ 48.71	29.15

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 aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 48.28	29.46

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 https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"