THE CITY OF SAN FERNANDO

San Fernando City Council

Regular Meeting Notice and Agenda

October 16, 2017 – 6:00 PM

Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Interim Community Development Director Jack Wong

APPROVAL OF AGENDA

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue

form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

CITY COUNCIL - LIAISON UPDATES

CONSENT CALENDAR

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

1) REQUEST TO APPROVE THE MINUTES OF:

a) SEPTEMBER 18, 2017 – REGULAR MEETING
b) OCTOBER 2, 2017 – SPECIAL MEETING
c) OCTOBER 2, 2017 – REGULAR MEETING
d) OCTOBER 11, 2017 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-102 approving the Warrant Register.

3) CONSIDERATION TO APPROVE REVISIONS TO CONTRACT NO. 1869 WITH WILLDAN ENGINEERING FOR DESIGN SERVICES FOR STREET RESURFACING IMPROVEMENTS AND FEDERAL HIGHWAY SAFETY IMPROVEMENT PROJECT ON GLENOAKS BOULEVARD

Recommend that the City Council authorize the City Manager to execute the revised Professional Services Contract (Contract No. 1869) to Willdan Engineering for design services, in an amount not-to-exceed $229,994, and all related documents.

4) CONSIDERATION TO APPROVE A LETTER URGING THE PUBLIC UTILITIES COMMISSION TO CLOSELY REVIEW THE IMPACT OF SOUTHERN CALIFORNIA EDISON'S PROPOSED 2018 GENERAL RATE INCREASE ON RATEPAYERS

Recommend that the City Council approve a letter urging the California Public Utilities Commission to closely review the impact of Southern California Edison's Proposed 2018 General Rate Increase on ratepayers.

5) CONSIDERATION TO APPROVE A LETTER OF SUPPORT FOR THE METRO EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR ENVIRONMENTAL IMPACT STATEMENT/ ENVIRONMENTAL IMPACT REPORT

Recommend that the City Council:

a. Approve the Letter of Support; and

b. Authorize the Mayor to execute the Letter of Support for distribution and receipt by Metro prior to October 30, 2017.

6) CONSIDERATION TO AWARD A PURCHASE ORDER TO PURCHASE AND INSTALL ELECTRIC VEHICLE CHARGING UNITS AT VARIOUS CITY FACILITIES UNDER THE NATIONAL JOINT POWER ALLIANCE (NJPA)

Recommend that the City Council:

a. Authorize the City Manager to carry forward $100,000 appropriated in Fund 10 and $100,000 appropriated in Fund 29 to install electric vehicle charging stations in Fiscal Year (FY) 2016-2017 to FY 2017-2018;

b. Approve a Purchase Order with ChargePoint, Inc. to procure and install five dual output electric vehicle charging units at various City facilities in the amount of $47,270.60 under the NJPA; and

c. Authorize the City Manager, or designee, to execute all related documents, including unforeseen change orders or additional scope of work for this project deemed necessary or desirable up to the approved project budget.

7) CONSIDERATION TO AWARD A CONTRACT FOR SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT, TRUMAN STREET FROM BRAND BOULEVARD TO SAN FERNANDO MISSION BOULEVARD, FEDERAL PROJECT NO. TCSP-09CA(005), JOB NO. 7579, PLAN NO. P-750

Recommend that the City Council:

a. Approve plans and specifications for the San Fernando Downtown Revitalization Project, Truman Street from Brand Boulevard to San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579, Plan No. P-750;

b. Accept the lowest responsive bid in the amount of $233,510 from FS Contractors, Inc., for construction of these improvements;

c. Authorize the City Manager, or designee, to make non-substantive changes and execute a Construction Contract with FS Contractors, Inc., (Contract No. 1871) for an amount $233,510 plus $15,000 (Additive Alternate Work Item No. 16) for a contract amount $248,510; and

d. Establish an amount of 20% of the contract amount inclusive of change order ($49,702), as a contingency, to cover the cost of unforeseen construction expenses.

ADMINISTRATIVE REPORTS

8) DISCUSSION OF CODE ENFORCEMENT PRIORITIES AND PROCEDURES AND ESTABLISHMENT OF AN AD HOC COMMITTEE TO ADDRESS CODE ENFORCEMENT

Recommend that the City Council establish an Ad Hoc committee to work with the City Manager, or designee, to discuss the Code Enforcement activity in the City.

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, CMC
City Clerk
Signed and Posted: October 12, 2017 (3:00 p.m.)

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

Regular Meeting
San Fernando City Council

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SAN FERNANDO CITY COUNCIL
MINUTES

SEPTEMBER 18, 2017 – 6:00 P.M.
REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:07 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo, and Robert C. Gonzales

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

Absent: Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by City Manager Meyerhoff who also requested for a moment of silence for those who lost their lives on September 11th.

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentation was made:

a) NATIONAL POW/MIA RECOGNITION DAY – SEPTEMBER 15

DECORUM AND ORDER

City Attorney Olivarez provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Liana Stepanyan, San Fernando Library Manager, provided information regarding upcoming events and services available to the community.

Michelle Guijarro talked about illegal fireworks and complained about Councilmember Soto.

Dee Akemon talked about the last Council meeting and also complained about Councilmember Soto.

City Clerk Chávez read an email from resident Dave Bernal who thanked Mayor Ballin for adding today's presentation and said it's important to remember those who've given the ultimate sacrifice for this Country.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales provided updates regarding the East San Fernando Transportation Corridor, Library Commission, and Metro Service Council meetings. He also thanked Mayor Ballin and Vice Mayor Lopez for attending the Independent Cities Association event where he was appointed as president.

Vice Mayor Lopez gave an update regarding the League of California Cities Annual Conference that he attended.

Councilmember Fajardo also provided an update regarding the League of California Cities Annual Conference. He stated that one of the topics was about code enforcement and he may bring this up at a future meeting to propose an Ad Hoc committee.

Mayor Ballin gave an update regarding the most recent Metropolitan Water District meeting.

CONSENT CALENDAR

City Manager Meyerhoff requested to pull Item No.s 7 and 8 for further discussion.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the remaining Consent Calendar Items:

1) REQUEST TO APPROVE THE MINUTES OF:

   a) AUGUST 21, 2017 – REGULAR MEETING
   b) AUGUST 21, 2017 – SPECIAL MEETING
   c) SEPTEMBER 5, 2017 – REGULAR MEETING

2) CONSIDERATION TO ADOPT RESOLUTION NOS. 17-091 AND 17-092 APPROVING THE WARRANT REGISTERS OF SEPTEMBER 5, 2017 AND SEPTEMBER 18, 2017, RESPECTIVELY

3) UPDATE REGARDING THE LIVING WAGE ORDINANCE

4) CONSIDERATION TO APPROVE AMENDMENTS TO CONTRACTS WITH JWA URBAN CONSULTANTS, INC. AND EVAN BROOKS ASSOCIATES, INC. TO PROVIDE COMMUNITY DEVELOPMENT SERVICES

5) CONSIDERATION TO ACCEPT A DONATION FOR THE PURCHASE OF A BULLET PROOF VEST FOR THE POLICE CANINE

6) CONSIDERATION TO ACCEPT AND APPROPRIATE THE NATIONAL ENDOWMENT FOR THE ARTS GRANT AWARD TO SUPPORT THE CITY OF SAN FERNANDO MARIACHI MASTER APPRENTICE PROGRAM

9) CONSIDERATION TO APPROVE CONTRACT WITH DAVID EVANS AND ASSOCIATES FOR DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL CYCLE 1 PROJECT

10) CONSIDERATION TO APPROVE CONTRACT WITH DAVID EVANS AND ASSOCIATES FOR DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL CYCLE 2 PROJECT

11) CONSIDERATION TAKE A POSITION TO OPPOSE SENATE BILL 649 (HUESO) RELATED TO WIRELESS TELECOMMUNICATIONS FACILITIES

12) CONSIDERATION TO APPROVE A CO-SPONSORSHIP AND USE OF THE CITY SEAL FOR A HOMELESS CONNECT DAY EVENT ON NOVEMBER 16, 2017

By consensus, the motion carried.

Items Pulled For Further Discussion

7) CONSIDERATION TO ADOPT RESOLUTIONS REVISING JOB SPECIFICATIONS FOR CERTAIN MANAGEMENT POSITIONS AND AMENDING THE SALARY PLAN AND THE TABLE OF ORGANIZATION

City Manager Meyerhoff asked to edit the resolution to remove the job specification pertaining to the *Director of Recreation & Community Services*.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to:

a. Adopt Resolution No. 7815 revising the job specifications for the City Manager, Director of Community Development, Director of Finance, Director of Public Works/City Engineer, and Director of Recreation and Community Services;

b. Adopt Resolution No. 7816 amending the salary plan to reflect the correct job titles and pay (removing the classification of Director of Recreation & Community Services);

c. Adopt Resolution No. 7817 amending the table of organization to reflect the correct job titles; and

d. Authorize the City Manager to initiate the recruitment process for Director of Community Development, Director of Public Works/City Engineer, and Director of Recreation & Community Services, and make non-substantive edits and execute all related documents as necessary.

By consensus, the motion carried.

8) CONSIDERATION TO APPROVE A MAINTENANCE AGREEMENT BETWEEN THE CITY AND E.B.F. FOWLER FAMILY, LLC FOR REAL PROPERTY LOCATED AT 800 TRUMAN STREET

Assistant City Attorney Padilla reported that after the agenda was posted, minor edits and clarifying language (requested by the Fowlers) was made to the Errata draft of the Truman Parking Maintenance Agreement.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to:

a. Approve a Maintenance Agreement (Contract No. 1865) instituting a $1,000 per month parking maintenance agreement with E.B.F. Fowler Family, LLC for real property located at 800 Truman Street; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

By consensus, the motion carried.

PUBLIC HEARING

13) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE TO EXPRESSLY PROHIBIT ALL MEDICINAL AND ADULT-USE COMMERCIAL CANNABIS ACTIVITIES THROUGHOUT THE CITY OF SAN FERNANDO, EXCLUDING MEDICINAL-ONLY CANNABIS DELIVERIES ORIGINATING FROM QUALIFIED LICENSED RETAILERS LOCATED OUTSIDE OF THE CITY

Interim Community Development Director Jack Wong and Assistant City Attorney Richard Padilla presented the staff report and replied to questions from Councilmembers.

Mayor Ballin declared the Public Hearing open and called for public testimony.

Daniel Campos, formerly on the City of Los Angeles Human Relations Commission, believes that the language should be clear and not open to interpretation, otherwise it will be difficult to enforce.

(Female speaker - did not state name) said this is a very important issue and Council should be very specific as to what they're implementing.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to close the Public Hearing. By consensus, the motion carried.

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to waive full reading and adopt Urgency Ordinance No. 1669 by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit All Medicinal and Adult-Use Commercial Cannabis Activities Throughout the City, Excluding Medicinal-Only Cannabis Deliveries Originating from Qualified Licensed Retailers Located Outside of the City's Boundaries, and Declaring the Urgency Thereof, in Accordance with Government Code Sections 36934 and 36937."

The motion carried with the following vote:

AYES:	Gonzales, Fajardo, Lopez, Ballin – 4
NOES:	None
ABSENT:	Soto – 1

ADMINISTRATIVE REPORTS

By consensus, the following item was moved up on the agenda.

16) CONSIDERATION TO ADOPT A RESOLUTION DENOUNCING THE TRUMP ADMINISTRATION'S DECISION TO RESCIND THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS (DACA) PROGRAM

Councilmember Fajardo gave a brief report and Councilmembers provided comments.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 7821 Denouncing the Trump Administration's Decision to Rescind the Deferred Action for Childhood Arrivals Program. By consensus, the motion carried.

14) DISCUSSION REGARDING THE SAN FERNANDO GREEN STREETS - CALLES VERDES PROJECT

Cindy Montanez, TreePeople CEO, gave a presentation regarding the San Fernando Calles Verdes Project and what the organization is proposing to do for the City (including planting 750 trees).

Ms. Montanez replied to various questions from Councilmembers but no formal action was taken.

Receive and file item.

15) PRESENTATION OF MEASURE "A" ANNUAL REPORT

Finance Director Nick Kimball presented the staff report and replied to various questions from Councilmembers.

At this time (7:37 pm) Councilmember Fajardo left the room.

By consensus, the 2017 Measure "A" Annual Report was received and filed.

DEPARTMENT HEADS - COMMISSION UPDATES

Recreation Supervisor Maribel Perez gave an update regarding upcoming events and reported that there will be a Parks, Wellness, and Recreation Commission meeting tomorrow.

Interim Community Development Director Wong reported there was a good turnout at the community workshop on the TOD Plan Amendment. This item will also be on the Planning and Preservation Commission and City Council agenda in November and December.

City Clerk Chávez reported that on the Los Angeles County Board of Supervisors agenda tomorrow, is the City's request to change our election date to even-numbered years beginning November 2018. She stated that after BOS approval, postcards will be mailed to the City's registered voters notifying them of these important election changes.

Police Chief Anthony Vairo gave an update regarding the recruitment of new police officer and stated that it was progressing well.

City Manager Meyerhoff said it's been a busy week meeting with City Council and it's been a great experience working with staff.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales welcomed Mr. Meyerhoff and agreed that staff is amazing.

Vice Mayor Lopez welcomed Mr. Meyerhoff and thanked him for joining the team and hopes he will find everyone good to work with.

Mayor Ballin said it was a challenging time for everyone and is glad that Mr. Meyerhoff is on board. Everyone stepped up and did a great job with a positive attitude. She thanked our law firm and Assistant City Attorney Padilla.

STAFF COMMUNICATION

Finance Director Kimball said he is looking forward to having Mr. Meyerhoff in charge and working with him.

ADJOURNMENT (7:56 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Lopez, to adjourn the meeting. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 18, 2017, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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SAN FERNANDO CITY COUNCIL
MINUTES

OCTOBER 2, 2017 – 5:00 P.M.
SPECIAL MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:11 p.m.

Present:

Council: Mayor Sylvia Ballin and Councilmembers Joel Fajardo and Robert C. Gonzales

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

Absent: Vice Mayor Antonio Lopez and Councilmember Jaime Soto

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:12 P.M.)

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

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

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

Personnel Manager Michael Okafor
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

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

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

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

D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
G.C. §54956.8

Property:	732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando
Agency Negotiator:	City Manager Alexander P. Meyerhoff, Lead Negotiator Finance Director Nick Kimball City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Mission Community Hospital and Deanco Healthcare, LLC Craig B. Garner, Garner Health Law Corporation James K. Theiring, Chief Executive Officer
Under Negotiation:	Price and Terms of Payment as it Relates to Leasing of Real Property

E) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
G.C. §54956.8

Property:	543, 553, and 563 Glenoaks Boulevard, City of San Fernando
Agency Negotiators:	City Manager Alexander P. Meyerhoff, Lead Negotiator Finance Director Nick Kimball City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	John Manavian, Robertson Properties Group
Under Negotiation:	Price and Terms as it Relates to Proposed Development Agreement

RECESS (6:04 P.M.)

Recess called at this time to continue with the Successor Agency meeting.

RECONVENE (8:33 P.M.)

RECONVENE/REPORT OUT FROM CLOSED SESSION (11:00 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – All members, excluding Councilmember Soto who left at 9:45 p.m., were present. General direction was given but no final action was taken.

Item B – Both Vice Mayor Lopez and Councilmember Soto were not present. Evaluation was conducted and was received and filed.

Item C – Both Vice Mayor Lopez and Councilmember Soto were not present. A general discussion was had by City Council but no final action was taken.

Item D – All Councilmembers were present. A general update was provided to the City Council but no final action was taken.

Item E – All Councilmembers were present. A general update was given, City Council provided feedback, but no final action was taken.

ADJOURNMENT (11:00 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 2, 2017, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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SAN FERNANDO CITY COUNCIL
MINUTES

OCTOBER 2, 2017 – 6:00 P.M.
REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:06 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (arrived 6:10 p.m.), and Councilmembers Jaime Soto, Joel Fajardo, and Robert C. Gonzales

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

PLEDGE OF ALLEGIANCE

Led by Personnel Manager Michael Okafor

APPROVAL OF AGENDA

Councilmember Soto asked for a moment of silence in observance of recent tragedies that have occurred in Las Vegas, Houston, Puerto Rico, and Mexico City.

Motion by Councilmember Fajardo, seconded by Councilmember Soto to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

a) RESTORE THE DELTA
Esperanza Vielma, Environmental Justice Director

b) MODERNIZING THE SYSTEM. CALIFORNIA WATERFIX
Jacquelyn McMillan, PR Governmental Affairs and Regional Representative
Metropolitan Water District of Southern California

c) PRESENTATION BY METRO ON THE EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR
Karen Swift, Los Angeles Metro Community Relations Manager

Each presenter replied to various questions from Councilmembers.

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Ronnie Veliz invited everyone to the 4th San Fernando Valley Pride event sponsored by Somos Familia Valle.

Urias Celaya provided additional information regarding the Somos Familia Valle event.

CITY COUNCIL - LIAISON UPDATES

Mayor Ballin gave a quick update regarding a recent Metropolitan Water District meeting.

CONSENT CALENDAR

Councilmember Gonzales asked to pull Item No. 6 and tabled for the next agenda.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to remove Item No 6 and approve the remaining Consent Calendar Items:

1) REQUEST TO APPROVE THE MINUTES OF SEPTEMBER 18, 2017 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO APPROVE A CONTRACT WITH WILLDAN ENGINEERING FOR DESIGN SERVICES FOR STREET RESURFACING IMPROVEMENTS AND FEDERAL HIGHWAY SAFETY IMPROVEMENT PROJECT ON GLENOAKS BOULEVARD

4) CONSIDERATION TO APPROVE PARTICIPATION IN SOUTHERN CALIFORNIA EDISON'S LS-1 OPTION E PROGRAM

5) CONSIDERATION TO AWARD A PURCHASE ORDER FOR IN VEHICLE COMPUTERS

6) CONSIDERATION TO APPROVE A LETTER OF SUPPORT FOR THE METRO EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR ENVIRONMENTAL IMPACT STATEMENT/ ENVIRONMENTAL IMPACT REPORT

This item was removed.

By consensus, the motion carried

DEPARTMENT HEADS - COMMISSION UPDATES

Recreation Supervisor Maribel Perez gave an update regarding the upcoming 5K Relay event.

Interim Community Development Director Jack Wong gave an update regarding the recent workshops on the San Fernando Corridors Specific Plan. The information from the workshops will be integrated into the final draft Transit Oriented Development Plan Amendment/Environmental Impact Report documents that will be considered by the Planning and Preservation Commission and City Council.

Management Analyst Kenneth Jones reported that the Transportation and Safety Commission will be meeting on Wednesday.

City Clerk Chávez reported that the County Board of Supervisors approved the City's request to move our election date beginning November 2018 and she said City voters will be receiving notification. Also, a recent bill signed by the Governor to move the June State Primary Election to March will not affect our SB 415 November election date.

GENERAL COUNCIL COMMENTS

Councilmember Soto thanked staff and welcomed City Manager Meyerhoff and appreciates that he's been meeting with Councilmembers.

Councilmember Fajardo reported that he attended the protest regarding dialysis centers and he talked about League of California Cities event that he recently attended.

Councilmember Gonzales briefly talked about the recent world-wide disasters in Mexico, Houston, Puerto Rico, Las Vegas, and said his prayers go out to all of the victims and families. He thanked Mayor Ballin for adding the water presentations on today's agenda and that it was good to hear from both ends of the spectrum.

Vice Mayor Lopez also said that his prayers and thoughts go out to those affected by the recent multiple disasters.

Mayor Ballin agreed that there is much to consider regarding the California WaterFix situation. She also requested the use of City letterhead to send an appreciation letter to San Juan Mayor Carmen Cruz. By consensus, Council agreed.

Both Mayor Ballin and Councilmember Soto talked about possibly creating an Ad Hoc Committee to discuss raising funds (or the proper channels to generate money) for victims affected by these recent disasters.

STAFF COMMUNICATION

City Manager Meyerhoff gave updates regarding various meetings and activities that he has participated with staff and several organizations.

ADJOURNMENT (8:33. P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to adjourn the meeting in memory of the victims in Nevada, Houston, Puerto Rico, and Mexico. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 2, 2017, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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SAN FERNANDO CITY COUNCIL
MINUTES

OCTOBER 11, 2017 – 6:00 P.M.
SPECIAL MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:05 p.m.

Present:

Council: Mayor Sylvia Ballin (via teleconference), Vice Mayor Antonio Lopez, and Councilmember Robert C. Gonzales

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

Absent: Councilmembers Joel Fajardo and Jaime Soto

APPROVAL OF AGENDA

Motion by Councilmember Gonzales, seconded by Mayor Ballin, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

ADMINISTRATIVE REPORT

1) CONSIDERATION TO ADOPT A PROJECT LIST AND RELATED BUDGET AMENDMENT FOR ROAD MAINTENANCE AND REHABILITATION (SENATE BILL 1) FUNDS

Discussion ensued amongst Councilmembers and staff regarding this item.

Motion by Mayor Ballin, seconded by Councilmember Gonzales to:

a. Approve the Project List for Road Maintenance and Rehabilitation funds (SB 1); and

b. Adopt Resolution No. 7822 to appropriate $141,475 in revenue and expenditures to a new Road Maintenance and Rehabilitation Fund in Fiscal Year 2017-2018.

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Lopez – 3
NOES:	None
ABSENT:	Fajardo, Soto – 2

ADJOURNMENT (6:12 P.M.)

Motion by Councilmember Gonzales, seconded by Mayor Ballin, to adjourn. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 11, 2017, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 16, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-102 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 17-102

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

ATTACHMENT "A"

RESOLUTION NO. 17-102

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-102

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

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

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

PASSED, APPROVED, AND ADOPTED this 16th day of October, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 16th day of October, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207690	10/16/2017	890104 ABBA TERMITE & PEST CONTROL	32375		BEE HIVE REMOVAL-BOFA PARKING LO	
					043-390-0000-4330	95.00
					Total :	**95.00**
207691	10/16/2017	891587 ABLE MAILING INC.	26902		SEPT'17-WATER BILLS FULFILLMENT S	
				11607	072-360-0000-4300	83.25
				11607	070-382-0000-4300	83.25
			26903		WATER ENVELOPE STORAGE FEE-SEI	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total :	**191.50**
207692	10/16/2017	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-0917		WASTEWATER FLOW MONITORING-SE	
				11638	072-360-0000-4260	890.00
			22206.52-0917		SEPT'17-ON CALL MAINTENANCE SER	
				11550	072-360-0000-4260	903.00
					Total :	**1,793.00**
207693	10/16/2017	888356 ADVANCED AUTO REPAIR	1160		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0225-4400	86.46
			1162		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0222-4400	94.58
			1163		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0222-4400	432.20
			1164		VEHICLE REPAIRS AND BODY WORK	
				11675	041-320-0224-4400	7.35
				11675	041-320-0225-4400	566.42
			1165		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0225-4400	81.40
			1166		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0225-4400	244.07
			1167		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0222-4400	122.81
			1169		VEHICLE REPAIRS AND BODY WORK-F	
				11675	041-320-0225-4400	975.00
			1170		VEHICLE REPAIRS AND BODY WORK-F	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207693	10/16/2017	888356 ADVANCED AUTO REPAIR	(Continued)			
				11675	041-320-0225-4400	760.25
			1171		VEHICLE REPAIRS AND BODY WORK-V	
				11675	072-360-0000-4400	426.93
					Total :	**3,797.47**
207694	10/16/2017	889043 ALADIN JUMPERS	082717		EVENT DANCE FLOOR RENTAL	
					001-424-0000-4260	600.00
					Total :	**600.00**
207695	10/16/2017	891950 ALMANZA, ROBERTO	REIMB.		SENIOR CLUB MILEAGE REIMB.	
					004-2380	29.54
					Total :	**29.54**
207696	10/16/2017	100143 ALONSO, SERGIO	SEPT 2017		MMAP INSTRUCTOR	
					109-424-3618-4260	176.45
					109-424-3678-4260	963.55
					108-424-3694-4260	240.00
					Total :	**1,380.00**
207697	10/16/2017	888321 ARRIZON, FRANCISCO	OCT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
207698	10/16/2017	100222 ARROYO BUILDING MATERIALS, INC	194368		LOCAL HARDWARE PURCHASES	
				11685	070-383-0000-4310	122.91
			196222		LOCAL HARDWARE PURCHASES	
				11685	001-311-0000-4300	9.44
			196524		LOCAL HARDWARE PURCHASES	
				11685	001-311-0000-4300	163.86
			196530		LOCAL HARDWARE PURCHASES	
				11685	001-311-0000-4300	122.91
					Total :	**419.12**
207699	10/16/2017	889626 ASSETWORKS, INC	MA17-301		ANNUAL RENEWAL FEE-12/01/17-11/30	
					001-135-0000-4260	1,600.00
					Total :	**1,600.00**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207700	10/16/2017	891209 AUTONATION SSC	240814		VEHICLE MAINTENANCE AND REPAIRS	
				11669	041-320-0000-4400	62.15
			244234		VEHICLE MAINTENANCE AND REPAIRS	
				11669	041-320-0000-4400	91.00
			245573		VEHICLE MAINTENANCE AND REPAIRS	
				11669	041-320-0000-4400	381.68
					Total :	**534.83**
207701	10/16/2017	890546 BARAJAS, CRYSTAL	SEPT 2017		MMAP MENTOR INSTRUCTOR	
					109-424-3678-4260	272.00
					Total :	**272.00**
207702	10/16/2017	892014 BERNAL, DAVID	OCT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
207703	10/16/2017	100405 BONANZA CONCRETE, INC.	58520		CONCRETE FOR STREETS & SIDEWAL	
				11671	001-311-0000-4300	1,111.16
					Total :	**1,111.16**
207704	10/16/2017	888800 BUSINESS CARD	091817		AIRFARE-SBSLI POST TRAINING IN	
					001-222-0000-4370	191.46
			092217		REGISTRATION-ACTIVE SHOOTER COI	
					001-225-0000-4360	160.00
			092817		REGISTRATION-PUBLIC RECORDS ACT	
					001-224-0000-4360	250.00
					Total :	**601.46**
207705	10/16/2017	892621 CALIFORNIA TRAINING INSTITUTE	REGISTRATION		RGSTR-FORCE ENCOUNTER ANALYSIS	
					001-225-0000-4300	350.00
					Total :	**350.00**
207706	10/16/2017	890286 CCMS INC	2017-10436		WORKER'S COMP ADMIN FEE	
					001-106-0000-4270	1,500.00
					Total :	**1,500.00**
207707	10/16/2017	100713 CITY OF GLENDALE	GLN0000007406		WASTEMASTER COST SHARE AGREEM	
					070-381-0000-4270	2,556.37

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207707	10/16/2017	100713 100713 CITY OF GLENDALE	(Continued)		**Total :**	**2,556.37**
207708	10/16/2017	103029 CITY OF SAN FERNANDO	17547-17572		REIMB TO WORKERS COMP ACCT	
					006-1035	6,025.85
					Total :	**6,025.85**
207709	10/16/2017	892548 CONTRERAS, JESUS	091217		MUSIC-LP CLUB OCT DANCE	
					004-2380	1,100.00
					Total :	**1,100.00**
207710	10/16/2017	100805 COOPER HARDWARE INC.	107315		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-346-0000-4310	88.96
			107340		MISC SUPPLIES FOR PW OPERATIONS	
				11672	070-383-0301-4300	82.81
					Total :	**171.77**
207711	10/16/2017	892687 CORE & MAIN LP	H756253		WATER METERS & FIRE SERVICE MAT	
				11681	070-383-0301-4300	1,109.10
			H792389		WATER METERS & FIRE SERVICE MAT	
				11681	070-383-0301-4300	2,472.54
					Total :	**3,581.64**
207712	10/16/2017	890559 CRESCENTA VALLEY WATER DISTRIC	SF20		ULARA SPECIAL COUNSEL COST SHAR	
					070-381-0000-4270	35.70
					Total :	**35.70**
207713	10/16/2017	892697 D HAUPTMAN CO/FOLD-A-GOAL	124166A		FIELD MARKING PAINT	
					017-420-1334-4300	110.24
					001-423-0000-4300	35.00
					Total :	**145.24**
207714	10/16/2017	891533 DEXMEDIA	610034383509		DOMAIN REGISTRATION & EMAIL	
					001-190-0000-4220	56.73
					Total :	**56.73**
207715	10/16/2017	888951 DOMINGUEZ, WALTER	REIMB.		K9 SUPPLIES PURCHASED	
					001-225-0000-4270	535.69

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207715	10/16/2017	888951 888951 DOMINGUEZ, WALTER	(Continued)		**Total :**	**535.69**
207716	10/16/2017	891803 EE SYSTEMS GROUP INC.	EESG1397		SOLAR LIGHTS 500 LUMENS FOR BIKE	
				11673	043-390-0000-4300	3,225.00
					043-390-0000-4300	298.31
					Total :	**3,523.31**
207717	10/16/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0344518		WATER ANALYSIS-F684042	
					070-384-0000-4260	164.00
			L0344950		WATER ANALYSIS-F684843	
					070-384-0000-4260	139.60
			L0345766		WATER ANALYSIS-F686210	
					070-384-0000-4260	139.60
			L0346058		WATER ANALYSIS-F685404	
					070-384-0000-4260	164.00
			L0346543		WATER ANALYSIS-F686724	
					070-384-0000-4260	139.60
					Total :	**746.80**
207718	10/16/2017	890897 EVAN BROOKS ASSOCIATES, INC	17010-3		CONTRACT PLANNER SERVICES-SEPT	
				11605	001-150-0000-4270	9,720.00
					Total :	**9,720.00**
207719	10/16/2017	890377 F & F SIGNS	0160		REPLACE DAMAGED DECALS-PD4995	
					041-320-0225-4400	153.65
					Total :	**153.65**
207720	10/16/2017	891622 FARMER BROTHERS	66723062		BREAK ROOM SUPPLIES	
					001-222-0000-4300	143.63
					Total :	**143.63**
207721	10/16/2017	891306 FORMULAONE PROFESSIONAL	3972		TINT WINDOWS-PD2293	
					041-320-0224-4400	170.00
			3973		TINT WINDOWS-PD6849	
					041-320-0224-4400	170.00
			3974		TINT WINDOWS-PD4958	
					041-320-0224-4400	110.00
			3975		TINT WINDOWS-PD9906	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207721	10/16/2017	891306 FORMULAONE PROFESSIONAL	(Continued)			
					041-320-0228-4400	375.00
			3976		TINT WINDOWS-PD3286	
					041-320-0228-4400	375.00
					Total :	**1,200.00**
207722	10/16/2017	101211 FRANCO-RIVAS, SANDRA	REIMB.		MILEAGE REIMB-ERC WORKSHOP ON	
					001-130-0000-4370	32.42
					Total :	**32.42**
207723	10/16/2017	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER	
					070-384-0000-4220	45.70
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	41.59
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	102.34
			209-188-4362-031792		POLICE MAJOR PHONE LINES	
					001-222-0000-4220	1,114.25
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	72.24
					070-384-0000-4220	215.03
					001-420-0000-4220	244.71
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	33.09
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	33.03
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	32.95
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	114.51
					Total :	**2,049.44**
207724	10/16/2017	892550 GOVEA, DAVID	SEPT 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
			SEPT 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207724	10/16/2017	892550 892550 GOVEA, DAVID	(Continued)		**Total :**	**100.00**
207725	10/16/2017	101376 GRAINGER, INC.	9564065192		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	75.55
					Total :	**75.55**
207726	10/16/2017	101434 GUZMAN, JESUS ALBERTO	SEPT 2017		MMAP INSTRUCTOR	
					109-424-3678-4260	900.00
					108-424-3694-4260	1,300.00
					Total :	**2,200.00**
207727	10/16/2017	101458 HARRINGTON INDUSTRIAL PLASTICS	005B5871		MATL'S TO REPAIR LEAK-WELL 2A OSC	
					070-384-0000-4310	171.58
					Total :	**171.58**
207728	10/16/2017	890594 HEALTH AND HUMAN RESOURCE	169500		EAP-OCT 2017	
					001-106-0000-4260	235.30
					Total :	**235.30**
207729	10/16/2017	892700 HEYDROFF, MICHAEL	39-2585-09		WATER ACCT REFUND-1426 GRIFFITH	
					070-2010	13.54
					Total :	**13.54**
207730	10/16/2017	892696 IBARRA, MARICELA	REFUND		REFUND-ALARM PERMIT APP FEE	
					001-3785-0000	25.00
					001-3345-0000	1.50
					Total :	**26.50**
207731	10/16/2017	887740 INDUSTRIAL SHOE COMPANY	1100-1111976		SAFETY BOOTS	
					043-390-0000-4310	126.21
					Total :	**126.21**
207732	10/16/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2179		TELEPHONE EQUIPMENT MAINT-NOV :	
					001-190-0000-4260	395.00
					Total :	**395.00**
207733	10/16/2017	891777 IRRIGATION EXPRESS	15096259		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	47.96

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207733	10/16/2017	891777 IRRIGATION EXPRESS	(Continued)			
			15096262-00		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	20.79
			15096674-00		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	39.20
			15097109-00		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	7.23
			15097613-00		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	27.26
					Total :	**142.44**
207734	10/16/2017	889680 JIMENEZ LOPEZ, JUAN MANUEL	SEPT 2017		MMAP INSTRUCTOR	
					109-424-3678-4260	540.00
					108-424-3694-4260	780.00
					Total :	**1,320.00**
207735	10/16/2017	888437 JL & SON WELDING SHOP	535739		WELDING-WELL4A TRANSFER SWITCH	
					070-385-0857-4600	850.00
					Total :	**850.00**
207736	10/16/2017	101713 JOBS AVAILABLE INC.	1721019		ADVERTISEMENT FOR DIRECTORS' PC	
					001-106-0000-4230	1,384.50
					Total :	**1,384.50**
207737	10/16/2017	892614 JWA URBAN CONSULTANTS, INC	SF#2017-4		PROFESSIONAL SERVICES COMMUNIT	
				11598	001-150-0000-4270	4,406.25
			SF#2017-6		PROFESSIONAL SERVICES COMMUNIT	
				11598	001-150-0000-4270	6,656.25
					Total :	**11,062.50**
207738	10/16/2017	887323 KINGSBURY UNIFORMS	61865		UNIFORMS	
					001-222-0000-4300	95.60
			61996		UNIFORMS	
					001-222-0000-4300	480.68
					Total :	**576.28**
207739	10/16/2017	891738 KNIGHT COMMUNICATIONS INC	2010890		IT MANAGEMENT SERVICES-OCT 2017	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207739	10/16/2017	891738 KNIGHT COMMUNICATIONS INC	(Continued)			
				11588	001-135-0000-4270	10,000.00
					Total :	**10,000.00**
207740	10/16/2017	101929 LINGO INDUSTRIAL ELECTRONICS	32371		TRAFFIC SIGNAL PARTS AND EQUIPME	
				11687	001-370-0301-4300	1,920.63
			32372		TRAFFIC SIGNAL PARTS AND EQUIPME	
				11687	001-370-0301-4300	1,207.25
			32373		TRAFFIC SIGNAL PARTS AND EQUIPME	
				11687	001-370-0301-4300	1,260.57
			32377		TRAFFIC SIGNAL PARTS AND EQUIPME	
				11687	001-370-0301-4300	1,920.63
			32378		TRAFFIC SIGNAL PARTS AND EQUIPME	
				11687	001-370-0301-4300	1,361.09
					Total :	**7,670.17**
207741	10/16/2017	102003 LOS ANGELES COUNTY	RE-PW-17091201501		INDUSTRIAL WASTE CHARGES-AUG 2(	
				11654	072-360-0000-4450	2,564.08
					Total :	**2,564.08**
207742	10/16/2017	888468 MAJOR METROPOLITAN SECURITY	2331		ADDITIONAL 600 FT. OF SECURITY BE/	
				11660	043-390-0000-4260	110.00
					Total :	**110.00**
207743	10/16/2017	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES	
					007-440-0441-4220	33.12
					Total :	**33.12**
207744	10/16/2017	891254 MEYER GLOBAL INC	16429		FILTERS	
					070-384-0000-4310	143.57
					Total :	**143.57**
207745	10/16/2017	892140 MICHAEL BAKER	989497		CONTRACT ADMINISTRATION, PROJE(	
				11551	001-150-0000-4270	2,715.00
				11551	026-311-0127-4270	3,270.00
					Total :	**5,985.00**
207746	10/16/2017	102226 MISSION LINEN SUPPLY	505821445		LAUNDRY	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207746	10/16/2017	102226 MISSION LINEN SUPPLY	(Continued)			
					001-225-0000-4350	110.30
			505839322		LAUNDRY	
					001-225-0000-4350	92.22
			505866728		LAUNDRY	
					001-225-0000-4350	97.15
					Total :	**299.67**
207747	10/16/2017	102260 MOORE MEDICAL LLC	83374642		MEDICATIONS	
					001-225-0000-4350	115.09
					Total :	**115.09**
207748	10/16/2017	102280 MOTOROLA	13179673		BATTERIES AND ANTENNAS FOR RADI	
				11652	001-222-0000-4320	1,804.00
					001-222-0000-4320	175.89
					Total :	**1,979.89**
207749	10/16/2017	102325 NAPA AUTO PARTS	5478-938583		FUEL FILTER-WA0649	
					070-384-0000-4400	26.43
					Total :	**26.43**
207750	10/16/2017	891355 NAREZ, FABIAN	SEPT 2017		MMAP MENTOR INSTRUCTOR	
					109-424-3678-4260	272.00
					Total :	**272.00**
207751	10/16/2017	891859 NEOPOST	15219868		NEOPOST HIGH CAPACITY INK CARTR	
					001-190-0000-4280	354.48
					Total :	**354.48**
207752	10/16/2017	890843 NGOV, CHHIV	09/12/17 - 10/17/17		YOGA FOR SENIORS INSTRUCTOR	
					017-420-1322-4260	330.00
					Total :	**330.00**
207753	10/16/2017	102403 NOW IMAGE PRINTING	2017186		#10 WINDOW WATER ENV-NO PERMIT	
					072-360-0000-4300	180.13
					070-382-0000-4300	180.12
			2017187		#10 WINDOW WATER ENV/W PERMIT &	
					072-360-0000-4300	1,080.75

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207753	10/16/2017	102403 NOW IMAGE PRINTING	(Continued)			
					070-382-0000-4300	1,080.75
					Total :	**2,521.75**
207754	10/16/2017	102432 OFFICE DEPOT	2112386169		OFFICE SUPPLIES	
					001-422-0000-4300	177.53
			2112402071		OFFICE SUPPLIES	
					001-422-0000-4300	13.04
			2112817616		OFFICE SUPPLIES	
					001-422-0000-4300	349.60
			2114625828		OFFICE SUPPLIES	
					001-222-0000-4300	242.34
			959015774001		OFFICE SUPPLIES	
					001-150-0000-4300	102.19
			962759436001		OFFICE SUPPLIES	
					070-381-0000-4300	14.68
			962760626001		OFFICE SUPPLIES	
					041-320-0000-4300	214.96
			962760627001		OFFICE SUPPLIES	
					043-390-0000-4300	51.13
			963201776001		OFFICE SUPPLIES	
					001-222-0000-4300	278.30
			966203525001		OFFICE SUPPLIES	
					001-222-0000-4300	268.91
			966207801001		OFFICE SUPPLIES	
					001-222-0000-4300	119.44
					Total :	**1,832.12**
207755	10/16/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-256510		VEHICLE MAINTENANCE & REPAIRS	
				11666	041-1215	285.33
			4605-257991		VEHICLE MAINTENANCE & REPAIRS-PI	
				11666	041-320-0000-4400	175.58
			4605-258747		VEHICLE MAINTENANCE & REPAIRS-W	
				11666	041-320-0000-4400	41.91
			4605-259288		VEHICLE MAINTENANCE & REPAIRS	
				11666	041-1215	78.80

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207755	10/16/2017	890095 890095 O'REILLY AUTOMOTIVE STORES INC (Continued)			**Total :**	**581.62**
207756	10/16/2017	102506 PANTOJA, DANITZA	SEPT 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
207757	10/16/2017	892360 PARKING COMPANY OF AMERICA	INVM0011432		TRANSIT SERVICES - DIAL A RIDE & TR	
				11643	007-313-0000-4260	44,593.20
					Total :	**44,593.20**
207758	10/16/2017	889763 PEREZ-HELLIWELL, JENNIFER	OCT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
207759	10/16/2017	102688 PROFESSIONAL PRINTING CENTERS	12213		PUBLIC OUTREACH BROCHURES	
					070-381-0000-4430	218.40
					Total :	**218.40**
207760	10/16/2017	891379 PROTECT YOUTH SPORTS	546300		BACKGROUND CHECKS	
					017-420-1337-4260	83.80
					Total :	**83.80**
207761	10/16/2017	102738 QUINTERO ESCAMILLA, VIOLETA	AUG 2017		SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	240.00
			SEPT 2017		SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	240.00
					Total :	**480.00**
207762	10/16/2017	102779 RAMIREZ, THOMAS	SEPT 2017		KARATE INSTRUCTOR	
					017-420-1326-4260	570.00
					Total :	**570.00**
207763	10/16/2017	102781 RAMOS, RICHARD	SEPT 2017		MMAP INSTRUCTOR	
					109-424-3678-4260	360.00
					108-424-3694-4260	720.00
					Total :	**1,080.00**
207764	10/16/2017	102803 RED WING SHOE STORE	4-216		ANNUAL SAFETY SHOE PURCHASE FO	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207764	10/16/2017	102803 RED WING SHOE STORE	(Continued)			
				11600	001-371-0000-4310	232.14
					Total :	**232.14**
207765	10/16/2017	891881 REMENIH, MICHAEL	SEPT 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
207766	10/16/2017	889602 RESPOND SYSTEMS	101720		NITRILE GLOVES	
					070-384-0000-4310	269.96
					Total :	**269.96**
207767	10/16/2017	892368 REYES, MIGUEL ANGEL	09/11/17 - 10/20/17		LIFTING & ENERGY TRAINING INSTRU(	
					017-420-1322-4260	180.00
					Total :	**180.00**
207768	10/16/2017	891121 RIVERA, NICOLE	SEPT 2017		MMAP MENTOR INSTRUCTOR	
					109-424-3678-4260	170.00
					Total :	**170.00**
207769	10/16/2017	102666 ROADRUNNER PREFERRED	549-214		COURIER SERVICES	
					001-222-0000-4260	103.00
					Total :	**103.00**
207770	10/16/2017	892036 ROTHSCHILD, DEBORAH	09/11/17-10/20/17		STRETCH TO THE MUSIC INSTRUCTOF	
					017-420-1322-4260	600.00
					Total :	**600.00**
207771	10/16/2017	102930 ROYAL WHOLESALE ELECTRIC	8901-748095		STREET LIGHTING, PARKING LOT EQU	
				11688	001-370-0301-4300	203.17
			8901-748253		STREET LIGHTING, PARKING LOT EQU	
				11688	043-390-0000-4300	98.33
			8901-748666		ELECTRIC FITTING-WELL 7A	
					070-385-0857-4600	318.09
			8901-749150		STREET LIGHTING, PARKING LOT EQU	
				11688	029-335-0000-4320	375.54
			8901-749163		STREET LIGHTING, PARKING LOT EQU	
				11688	029-335-0000-4320	11.87

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207771	10/16/2017	102930 102930 ROYAL WHOLESALE ELECTRIC	(Continued)		**Total :**	**1,007.00**
207772	10/16/2017	103010 SAM'S CLUB DIRECT, #0402814188546	0000		POPCORN KIT PURCHASE	
					001-424-0000-4260	242.90
			4508		PORTABLE SPEAKER	
					001-422-0000-4300	164.49
			7557		BREAK ROOM SUPPLIES	
					001-222-0000-4300	133.69
					Total :	**541.08**
207773	10/16/2017	891253 SAN FERNANDO SMOG TEST ONLY	6127		SMOG TEST-PD7863	
					041-320-0224-4400	50.00
			6128		SMOG TEST-PD2129	
					041-320-0221-4400	50.00
			6130		SMOG TEST-PD3031	
					041-320-0225-4400	50.00
					Total :	**150.00**
207774	10/16/2017	103057 SAN FERNANDO VALLEY SUN	9957		PUBLICATION-EIR WORKSHOP 09/07/1	
					001-150-3673-4270	1,071.14
			9962		PUBLICATION-EIR WORKSHOP 09/14/1	
					001-150-3673-4270	1,071.14
					Total :	**2,142.28**
207775	10/16/2017	103184 SMART & FINAL	35393		ENP COFFEE SUPPLIES	
					004-2346	68.16
					004-2380	97.56
					004-2383	53.72
			56428		LP CLUB REFRESHMENTS-TRIP	
					004-2383	20.67
					Total :	**240.11**
207776	10/16/2017	891740 SOCRATA INC.	4207		OPEN BUDGET & OPEN EXPENDITURE	
				11674	001-135-0000-4260	9,900.00
					Total :	**9,900.00**
207777	10/16/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	10,047.77

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207777	10/16/2017	103202 103202 SOUTHERN CALIFORNIA EDISON CO. (Continued)			Total :	10,047.77
207778	10/16/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	29716677		SALT-WELL2A	
					070-384-0000-4300	925.75
			3033066		MAINT SUPPLIES-PIONEER PARK	
					043-390-0000-4300	96.76
			34671		MAT'LS FOR RESTROOM DOOR REPAI	
					043-390-0000-4300	47.71
			3900556		OUTSIDE LIGHTING-LP PARK	
					043-390-0000-4300	374.56
			4020725		AIR LINE REPAIR	
					041-320-0000-4320	48.86
			4021489		SMALL TOOLS	
					041-320-0000-4340	218.40
			4023716		PAINT-BASKETBALL COURT @ LP PARI	
					043-390-0000-4300	344.03
			4023726		MATL'S FOR VALVE REPAIR-PD	
					043-390-0000-4300	19.01
			4064349		NEW SECURTIY LIGHTS-REC PARK	
					043-390-0000-4300	327.06
			4064354		MATL'S TO INSTALL SECURITY LIGHTS	
					043-390-0000-4300	30.65
			4080394		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	760.31
			5072600		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	258.13
			584267		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	26.08
			6591270		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	93.91
			6698293		MISC SUPPLIES	
					001-341-0301-4300	97.51
			6758295		MISC SUPPLIES	
					001-341-0301-4300	13.93
			6972130		CREDIT-SALT WELL2A	
					070-384-0000-4300	-0.18
			7970829		TRASH BAGS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207778	10/16/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
					001-341-0301-4300	1,182.83
			7974243		SALT	
					070-384-0000-4300	859.36
			8063644		MAT'LS FOR OUTLET REPAIR	
					043-390-0000-4300	4.13
			8063645		MAT'LS FOR RESTROOM REPAIR-501 1	
					043-390-0000-4300	44.87
			8072358		LIGHT-REC PARK TROPHY CASE	
					043-390-0000-4300	39.53
			8074585		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	1.47
			8170827		CREDIT-TRASH BAGS RETURNED	
					001-341-0301-4300	-32.71
			8732130		SUMP PUMP-IRRIGATION REPAIR @ RI	
					043-390-0000-4300	90.67
			9301764		GRINDER RENTAL	
					043-390-0000-4250	150.00
			9301765		MATL'S FOR RESTROOM REPAIR-RUD'	
					043-390-0000-4300	52.64
			9301766		STRAPS-TREE TRUNK REMOVAL	
					043-390-0000-4300	12.92
			SEPT 2017		FINANCE CHARGE	
					043-390-0000-4300	39.66
					070-384-0000-4260	39.66
					Total :	6,167.51
207779	10/16/2017	103903 TIME WARNER CABLE	0010518092117		CABLE-REC PARK (09/29-10/28)	
					001-420-0000-4260	208.29
			10328092717		CABLE-CITY HALL (10/05/17-11/04/17)	
					001-190-0000-4220	93.90
			222204092017		CABLE-PW OPS CENTER (09/29/17-10/2	
					043-390-0000-4260	98.14
					Total :	400.33
207780	10/16/2017	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION	
					001-420-0000-4220	49.72

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207780	10/16/2017	892525 892525 T-MOBILE	(Continued)		**Total :**	**49.72**
207781	10/16/2017	892699 TREVINO, LILLIAN	62-1700-16		WATER ACCT REFUND-423 HARPS (1/2	
					070-2010	82.89
					Total :	**82.89**
207782	10/16/2017	890998 TRUJILLO, RODOLFO	OCT 2017		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	**50.00**
207783	10/16/2017	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		POSTAGE MACHINE REIMB	
					001-190-0000-4280	1,500.00
					Total :	**1,500.00**
207784	10/16/2017	103463 U.S. POSTMASTER	OCT-2017		POSTAGE-OCT WATER BILLS	
					072-360-0000-4300	520.95
					070-382-0000-4300	520.95
					Total :	**1,041.90**
207785	10/16/2017	887939 ULINE SHIPPING SUPPLIES	90235246		DISPOSAL CONTAINERS	
					070-384-0000-4310	110.63
					Total :	**110.63**
207786	10/16/2017	103445 UNDERGROUND SERVICE ALERT	920170675		(46) USA DIGALERT TICKETS	
					070-381-0000-4260	85.90
					Total :	**85.90**
207787	10/16/2017	888241 UNITED SITE SERVICES OF CA INC	114-5730132		PORTABLE TOILET RENTAL-WELL 4A	
					070-384-0000-4260	136.99
			114-5809352		PORTABLE TOILET RENTAL-501 FIRST	
					043-390-0000-4260	633.95
			114-5820870		PORTABLE TOILET RENTAL-LAYNE PAI	
					043-390-0000-4260	437.52
					Total :	**1,208.46**
207788	10/16/2017	103534 VALLEY LOCKSMITH	4690		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	145.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207788	10/16/2017	103534 103534 VALLEY LOCKSMITH	(Continued)		**Total :**	**145.00**
207789	10/16/2017	103574 VERDIN, FRANCISCO JAVIER	JULY-SEPT 2017		MEXICAN FOLKLORICO DANCE INSTRI	
					017-420-1362-4260	850.50
					Total :	**850.50**
207790	10/16/2017	892081 VERIZON BUSINESS SERVICES	70553217		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,036.40
					Total :	**1,036.40**
207791	10/16/2017	100101 VERIZON WIRELESS-LA	9792895586		MDT MODEMS-PD UNITS	
					001-222-0000-4220	918.50
			9793136150		PLANNING CELL PHONE PLAN	
					001-140-0000-4220	5.40
			9793184650		VARIOUS CELL PHONE PLANS	
					001-222-0000-4220	168.50
					001-152-0000-4220	114.03
			9793417405		PD CELL PHONE PLAN	
					001-222-0000-4220	139.39
			9793427213		CITY YARD CELL PHONE PLAN	
					070-384-0000-4220	105.30
					043-390-0000-4220	21.37
					041-320-0000-4220	21.37
					072-360-0000-4220	0.21
			9793437074		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	40.23
					070-384-0000-4220	36.18
					Total :	**1,570.48**
207792	10/16/2017	888390 WEST COAST ARBORISTS, INC.	128813-A		ANNUAL CITY TREE TRIMMING CONTR	
				11613	043-390-0000-4260	5,864.00
			129490		ANNUAL CITY TREE TRIMMING CONTR	
				11613	011-311-0000-4260	19,344.00
			129710		ANNUAL CITY TREE TRIMMING CONTR	
				11613	011-311-0000-4260	32,444.00
					Total :	**57,652.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207793	10/16/2017	888705 WEST COAST TOURS	I1302		SENIOR TRIP TRANSPORTATION	
					004-2383	4,090.00
					Total :	**4,090.00**
207794	10/16/2017	890970 WEX BANK	51412560		FUEL FOR FLEET	
					041-320-0152-4402	461.87
					041-320-0221-4402	162.63
					041-320-0222-4402	158.33
					041-320-0224-4402	805.44
					041-320-0225-4402	3,780.45
					041-320-0226-4402	2.00
					041-320-0228-4402	607.12
					041-320-0311-4402	763.11
					041-320-0312-4402	2.00
					041-320-0320-4402	146.20
					041-320-0346-4402	95.14
					041-320-0370-4402	755.17
					041-320-0390-4402	1,137.29
					041-320-0420-4402	2.00
					007-313-3630-4402	554.60
					029-335-0000-4402	123.04
					070-381-0000-4402	18.27
					070-382-0000-4402	172.22
					070-383-0000-4402	690.04
					070-384-0000-4402	313.08
					072-360-0000-4402	522.47
					Total :	**11,272.47**
207795	10/16/2017	889491 WILLDAN FINANCIAL SERVICES	00615534		HSIP PD HEAD - GRANT ADMINISTRATI	
				11670	010-371-3665-4270	777.39
				11670	011-371-3665-4270	86.38
					Total :	**863.77**
207796	10/16/2017	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	SEPT 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
107	**Vouchers for bank code :**	bank3			**Bank total :**	**260,638.41**
107	**Vouchers in this report**				**Total vouchers :**	**260,638.41**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207343	9/1/2017	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFIT - SEPTE	
					001-1160	139,036.76
					Total :	**139,036.76**
207344	9/1/2017	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INSURANCE - SEPTEMBER 201	
					001-1160	2,365.69
					Total :	**2,365.69**
207345	9/1/2017	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE - SEPTEMBER 20	
					001-1160	234.96
					Total :	**234.96**
207346	9/1/2017	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE - SEPTEMBER 20	
					001-1160	11,409.22
					Total :	**11,409.22**
207347	9/1/2017	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INSURANCE - SEPETEMBEI	
					001-1160	3,005.44
					Total :	**3,005.44**
207348	9/7/2017	101988 LOS ANGELES COUNTY	090617		ENVIRONMENTAL FILING FEE-SF REGI	
					001-310-0000-4270	75.00
					Total :	**75.00**
207349	9/7/2017	103648 CITY OF SAN FERNANDO	PR 9-8-14		REIMB FOR PAYROLL W/E 9-1-17	
					001-1003	318,646.45
					002-1003	597.42
					007-1003	117.14
					008-1003	1,321.74
					010-1003	635.57
					018-1003	60,259.79
					027-1003	4,224.12
					029-1003	1,846.30
					041-1003	8,404.57
					043-1003	13,803.81
					070-1003	31,966.22

vchlist **Voucher List**
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207349	9/7/2017	103648 CITY OF SAN FERNANDO	(Continued)			
					072-1003	23,768.00
					119-1003	1,364.36
					Total :	**466,955.49**
207474	9/14/2017	102106 MARTIN & CHAPMAN CO.	091417		MAILING NOTICES-ELECTION DATE	
					001-116-0000-4230	2,507.00
					Total :	**2,507.00**
207475	9/21/2017	103648 CITY OF SAN FERNANDO	SPR & PR 9-22-17		REIMB FOR PAYROLL & SPECIAL W/E 9	
					043-1003	13,132.70
					070-1003	31,311.72
					072-1003	23,597.26
					119-1003	1,364.35
					027-1003	4,640.49
					029-1003	1,846.36
					041-1003	8,549.28
					001-1003	331,571.96
					007-1003	117.14
					008-1003	1,321.73
					010-1003	635.57
					017-1003	57.46
					018-1003	61,306.66
					Total :	**479,452.68**
207683	9/28/2017	892695 SMITH COACHES	101		GRATUITY-LP CLUB TRIP TO ALBUQUE	
					004-2383	728.00
					Total :	**728.00**

10 Vouchers for bank code : bank3 **Bank total :** **1,105,770.24**

10 Vouchers in this report **Total vouchers :** **1,105,770.24**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist **Voucher List** Page: 1
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207666	10/1/2017	100286 BAKER, BEVERLY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.98
					Total :	**547.98**
207667	10/1/2017	891015 CROOK, ROBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207668	10/1/2017	100916 DEIBEL, PAUL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207669	10/1/2017	891041 GARCIA, CONNIE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207670	10/1/2017	101781 KISHITA, ROBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207671	10/1/2017	101926 LILES, RICHARD	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	273.81
					072-180-0000-4127	273.80
					Total :	**547.61**
207672	10/1/2017	891027 LOCKETT, JOANN	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207673	10/1/2017	891028 MANTHEY, DONALD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207674	10/1/2017	102126 MARTINEZ, MIGUEL	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,019.78
					Total :	**1,019.78**

vchlist **Voucher List**
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207675	10/1/2017	102483 OROZCO, ELVIRA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	196.21
					Total :	**196.21**
207676	10/1/2017	891031 ORTEGA, JIMMIE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207677	10/1/2017	891032 OTREMBA, EUGENE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207678	10/1/2017	891354 RAMIREZ, ROSALINDA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	445.89
					Total :	**445.89**
207679	10/1/2017	102940 RUIZ, RONALD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.98
					Total :	**547.98**
207680	10/1/2017	103121 SERRANO, ARMANDO	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	**1,223.96**
207681	10/1/2017	889588 UFANO, VIRGINIA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	445.89
					Total :	**445.89**
207682	10/1/2017	891046 VANAALST, LEONILDA	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	172.48
					Total :	**172.48**

17 Vouchers for bank code : bank3 **Bank total :** **8,232.58**

17 Vouchers in this report **Total vouchers :** **8,232.58**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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09/27/2017 4:54:55PM CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207588	10/1/2017	100042 ABDALLAH, ALBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,629.55
					Total :	**1,629.55**
207589	10/1/2017	100091 AGORICHAS, JOHN	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	225.63
					Total :	**225.63**
207590	10/1/2017	891039 AGUILAR, JESUS	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	**472.96**
207591	10/1/2017	100104 ALBA, ANTHONY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207592	10/1/2017	891011 APODACA-GRASS, ROBERTA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207593	10/1/2017	100306 BARNARD, LARRY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
207594	10/1/2017	100346 BELDEN, KENNETH M.	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,339.00
					Total :	**1,339.00**
207595	10/1/2017	892233 BUZZELL, CAROL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	196.21
					Total :	**196.21**
207596	10/1/2017	891350 CALZADA, FRANK	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
207597	10/1/2017	100642 CASTRO, RICO	17-Oct		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207597	10/1/2017	100642 CASTRO, RICO	(Continued)			
					001-180-0000-4127	1,303.76
					Total :	**1,303.76**
207598	10/1/2017	891014 CREEKMORE, CASIMIRA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207599	10/1/2017	891016 DEATON, MARK	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	547.61
					Total :	**547.61**
207600	10/1/2017	100913 DECKER, CATHERINE	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	651.52
					Total :	**651.52**
207601	10/1/2017	100925 DELGADO, RALPH	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	**520.42**
207602	10/1/2017	892102 DOSTER, DARRELL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207603	10/1/2017	100996 DRAKE, JOYCE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207604	10/1/2017	100995 DRAKE, MICHAEL	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	130.88
					072-180-0000-4127	130.88
					Total :	**261.76**
207605	10/1/2017	100997 DRAPER, CHRISTOPHER	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,364.11
					Total :	**1,364.11**
207606	10/1/2017	101044 ELEY, JEFFREY	17-Oct		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207606	10/1/2017	101044 ELEY, JEFFREY	(Continued)			
					001-180-0000-4127	1,748.00
					Total :	**1,748.00**
207607	10/1/2017	891040 FISHKIN, RIVIAN	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207608	10/1/2017	892103 GAJDOS, BETTY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207609	10/1/2017	891351 GARCIA, DEBRA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,389.38
					Total :	**1,389.38**
207610	10/1/2017	891067 GARCIA, NICOLAS	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,090.70
					Total :	**1,090.70**
207611	10/1/2017	101318 GLASGOW, KEVIN	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,364.11
					Total :	**1,364.11**
207612	10/1/2017	891020 GLASGOW, ROBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	336.00
					Total :	**336.00**
207613	10/1/2017	891021 GUIZA, JENNIE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207614	10/1/2017	101415 GUTIERREZ, OSCAR	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207615	10/1/2017	891352 HADEN, SUSANNA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207615	10/1/2017	891352 891352 HADEN, SUSANNA	(Continued)		**Total :**	**1,019.78**
207616	10/1/2017	101440 HALCON, ERNEST	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	**1,104.00**
207617	10/1/2017	891918 HARTWELL, BRUCE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207618	10/1/2017	101465 HARVEY, DAVID	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	**172.48**
207619	10/1/2017	101466 HARVEY, DEVERY MICHAEL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,513.00
					Total :	**1,513.00**
207620	10/1/2017	101471 HASBUN, NAZRI A.	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					001-2110	0.03
					Total :	**1,223.99**
207621	10/1/2017	891023 HATFIELD, JAMES	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207622	10/1/2017	892104 HERNANDEZ, ALFONSO	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,628.59
					Total :	**1,628.59**
207623	10/1/2017	891024 HOOKER, RAYMOND	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.88
					Total :	**587.88**
207624	10/1/2017	101538 HOUGH, RAY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207624	10/1/2017	101538 101538 HOUGH, RAY	(Continued)		Total :	520.42
207625	10/1/2017	101597 IBRAHIM, SAMIR	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.92
					Total :	472.92
207626	10/1/2017	101694 JACOBS, ROBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,031.00
					Total :	1,031.00
207627	10/1/2017	892105 KAHMANN, ERIC	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	746.37
207628	10/1/2017	101786 KLOTZSCHE, STEVEN	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	741.92
					Total :	741.92
207629	10/1/2017	891866 KNIGHT, DONNA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	172.48
207630	10/1/2017	891026 LEWIS, DURWOOD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	651.52
207631	10/1/2017	891043 LIEBERMAN, LEONARD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	172.48
207632	10/1/2017	101933 LITTLEFIELD, LESLEY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	651.52
207633	10/1/2017	102059 MACK, MARSHALL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,223.96
					Total :	1,223.96

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207634	10/1/2017	891010 MAERTZ, ALVIN	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	472.96
207635	10/1/2017	888037 MARTINEZ, ALVARO	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,253.12
					Total :	1,253.12
207636	10/1/2017	102206 MILLER, WILMA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	261.76
207637	10/1/2017	102232 MIURA, HOWARD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	261.76
207638	10/1/2017	892106 MONTAN, EDWARD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	741.92
					Total :	741.92
207639	10/1/2017	102365 NAVARRO, RICARDO A	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	520.42
207640	10/1/2017	102473 ORDELHEIDE, ROBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,733.29
					Total :	1,733.29
207641	10/1/2017	102486 ORSINI, TODD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,629.55
					Total :	1,629.55
207642	10/1/2017	102569 PARKS, ROBERT	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,748.00
					Total :	1,748.00
207643	10/1/2017	891353 PEAVY, JOSEPH	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207643	10/1/2017	891353 891353 PEAVY, JOSEPH	(Continued)		Total :	172.48
207644	10/1/2017	102527 PISCITELLI, ANTHONY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	520.42
					Total :	520.42
207645	10/1/2017	891033 POLLOCK, CHRISTINE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	336.00
					Total :	336.00
207646	10/1/2017	102735 QUINONEZ, MARIA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,019.78
					001-2110	-83.70
					Total :	936.08
207647	10/1/2017	891034 RAMSEY, JAMES	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,389.38
					Total :	1,389.38
207648	10/1/2017	102864 RIVETTI, DOMINICK	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,104.00
					Total :	1,104.00
207649	10/1/2017	102936 RUELAS, MARCO	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,628.59
					Total :	1,628.59
207650	10/1/2017	891044 RUSSUM, LINDA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	172.48
					Total :	172.48
207651	10/1/2017	890806 SALDIVAR, GEORGE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	746.37
					Total :	746.37
207652	10/1/2017	892107 SHANAHAN, MARK	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207652	10/1/2017	892107 892107 SHANAHAN, MARK	(Continued)		Total :	472.96
207653	10/1/2017	891035 SHERWOOD, NINA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	261.76
207654	10/1/2017	103175 SKOBIN, ROMELIA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	977.64
207655	10/1/2017	103220 SOMERVILLE, MICHAEL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,748.00
					Total :	1,748.00
207656	10/1/2017	891045 TIGHE, HAROLD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	472.96
					Total :	472.96
207657	10/1/2017	103394 TORRES, RACHEL	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	261.76
207658	10/1/2017	888417 VALDIVIA, LAURA	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.88
					Total :	587.88
207659	10/1/2017	103562 VASQUEZ, JOEL	17-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,748.00
					Total :	1,748.00
207660	10/1/2017	891038 WAITE, CURTIS	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	977.64
207661	10/1/2017	891036 WATT, DAVID	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	651.52

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207662	10/1/2017	891037 WEBB, NANCY	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	630.69
					Total :	**630.69**
207663	10/1/2017	103643 WEDDING, JEROME	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	651.52
					Total :	**651.52**
207664	10/1/2017	103727 WYSBEEK, DOUDE	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	261.76
					Total :	**261.76**
207665	10/1/2017	103737 YNIGUEZ, LEONARD	17-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	977.64
					Total :	**977.64**
78	**Vouchers for bank code :**	bank3			**Bank total :**	**60,570.08**
78	**Vouchers in this report**				**Total vouchers :**	**60,570.08**

Voucher Registers are not final until approved by Council.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Patsy Orozco, Civil Engineering Assistant II

Date: October 16, 2017

Subject: Consideration to Approve Revisions to Contract No. 1869 with Willdan Engineering for Design Services for Street Resurfacing Improvements and Federal Highway Safety Improvement Project on Glenoaks Boulevard

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Revised Professional Services Contract (Attachment "A" – Revised Contract No. 1869) to Willdan Engineering for design services, in an amount not-to-exceed $229,994, and all related documents.

BACKGROUND:

1. The Street Resurfacing Improvements and Federal Highway Safety Improvement Project on Glenoaks Boulevard consists of street resurfacing, utility, and traffic improvements on Glenoaks Boulevard from West City Limits to East City Limits. The proposed improvements include new roadway pavement, removal and replacement of sidewalk, driveway approaches, ramps, crosswalks, cross-gutters, signage, striping, water main replacements, sewer main point repairs, tree planting, traffic signal upgrades, traffic loop detectors, and small median islands.

2. In March 2016, the City was awarded a CalRecycle grant in the amount of $97,846 for the project.

3. In August 2016, the City was awarded a Highway Safety Improvement Program (HSIP) grant, based on its grant application for the HSIP Cycle 7 Program. The City was awarded $1,380,000 in Federal grant funds for the project.

4. In May 2017, the City advertised a Request for Proposals (RFP) for design services for this project.

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

5. On October 2, 2017, City Council approved Contract No. 1869 with Willdan Engineering for Design Services for Street Resurfacing Improvements and Federal Highway Safety Improvement Project on Glenoaks Boulevard in an amount not-to-exceed $229,994.

6. On October 5, 2017, Willdan Engineering contacted the City and informed them they had received Contract No. 1869 but had concerns regarding legal consequences and implications.

7. On October 9, 2017 City Attorney agreed with Willdan's Engineering Attorney regarding the revised and final Contract No. 1869.

BUDGET IMPACT:

There is no change to the scope of service or compensation previously awarded by City Council. Therefore, there is no budget impact associated with processing the revisions to the contract.

CONCLUSION:

Staff recommends that City Council award revised contract to Willdan Engineering for design services in an amount not-to-exceed $229,994. Staff is prepared to begin oversight of this project's design progress.

ATTACHMENT:

A. Revised Contract No. 1869

THE CITY OF SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1869

PROFESSIONAL SERVICES AGREEMENT

WILLDAN ENGINEERING

Design Services for Glenoaks Boulevard Traffic, Utility and Street Improvements

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____day of October 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and **WILLDAN ENGINEERING** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within five (5) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than three hundred and eighty (380) calendar days from the issuance of the Notice to Proceed (the "Completion Date");

B. CONSULTANT shall perform the Work with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damages for services or tasks performed by CONSULTANT to correct or address any failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation fee schedule dated June 13, 2017 noted in Exhibit "A" (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of TWO HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS ($229,994)) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-po cket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Civil Engineering Assistant II (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates DAVID STUETZEL, PE, PROJECT MANAGER to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all

reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following

A. CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute

discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or

if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less

than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance as required by the State of California. CONSULTANT agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against City, its officers, agents, employees and volunteers arising from services and tasks performed by CONSULTANT for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability. Such insurance shall be procured from an insurer licensed to do business in the State of California.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: Except with respect to the Errors & Omissions Insurance referenced under 3.1(D), above, all varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's

Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence, active negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel that has been approved by CITY in writing. .

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination and those reimbursable out-of-pocket expenses incurred and pending but noncancelable by CONSULTANT up to the effective date of the termination, provided that CONSULTANT shall obtain the written consent of the City Representative prior to incurring any such out-of-pocket expenses. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the

Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension and those reimbursable out-of-pocket expenses incurred and pending but noncancelable by CONSULTANT up to the effective date of the suspension, provided that CONSULTANT shall obtain the written consent of the City Representative prior to incurring any such out-of-pocket expenses. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the

performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. The foregoing notwithstanding, CITY agrees that in so far as CITY uses any work product prepared by CONSULTANT for purposes other than those specified herein, such use of CONSULTANT's work product for such alternative purposes shall be at CITY's sole risk.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Willdan Engineering
13191 Crossroads Parkway North,
Suite 405
Industry, CA 91746-3443
Attn: Lew Gluesing, PE, TE, PTOE
Director of Engineering
Phone: (562) 908-6200
Fax: (562) 695-2120
Email: lgluesing@willdan.com

CITY:
City of San Fernando
Public Works/Engineering
117 Macneil Street
San Fernando, CA 91340
Attn: Civil Engineering Assistant II
Phone: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT
Design Services for Glenoaks Boulevard Traffic, Utility and Street Improvements

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

By: _____

Alexander P. Meyerhoff, City Manager

WILLDAN ENGINEERING

By: _____

Name: Vanessa Munoz

Title: Director of Engineering

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

EXHIBIT "A"

WILLDAN

September 13, 2017

Mr. Kenneth Jones
Management Analyst
City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340

Subject: Proposal to Provide Engineering Design Services Street Resurfacing Improvements and Federal Highway Safety Improvement Project (HSIP)

Dear Mr. Jones:

Pursuant to the existing Professional Services Agreement between the City of San Fernando and Willdan Engineering (Willdan), we are pleased to submit this proposal to provide engineering design services, grant administration and administration assistance during construction for the preparation of plans, specifications, and estimates (PS&E) for the construction of the Street Resurfacing Improvements and Federal Highway Safety Improvement Project.

It is our understanding that the overall project is divided into two projects: the street resurfacing and the HSIP safety improvements. The purpose of the division of the projects is to keep an accurate account of the funding that covers each project, especially since the HSIP project has federal funds and will require allocation of funding through the Caltrans local assistance office, as well as, additional steps such as public outreach for the medians to provide the necessary paperwork to acquire Authorization to Proceed with Construction (E-76 CON).

The proposed project limits for the street resurfacing project are: Glenoaks Boulevard between the West City Limit to East City Limit (approximately 1.27 miles). The HSIP improvements are included within the resurfacing project limits but are for intersections only, and include traffic signal modifications to protected/left turn phasing and non-landscape raised medians for the length of the left turn pocket within existing right of way at the following six (6) intersections with Glenoaks Boulevard: Arroyo Street, Griswold Avenue, Brand Boulevard, Maclay Avenue, Harding Avenue and Orange Grove Avenue.

- <u>Street Resurfacing and Utility Improvements</u>

  The improvements include roadway improvements, concrete improvements (such as missing sidewalk, and removal & replacement of sidewalk, driveway approaches, ramps, decorative crosswalks at the intersection of N. Maclay Avenue and Glenoaks Boulevard, cross gutters, and curb & gutter), signing and striping, utility improvements (water main replacement and sewer point repairs), and replacement of tree in-kind. Services shall include (but will not be limited to) preliminary survey, utility coordination, geotechnical report and traffic index analysis, construction plans and specifications, and project administration assistance during construction. The project is funded with Local Measure R funds

($1,500,000), City Utility Funds ($500,000) (Sewer, Water), and CalRecycle funds (Grant amount of $97,846 must be expended by April 2018.) For a total budget of $2,100,000.

- Federal Highway Safety Improvement Project (HSIP) Traffic Improvements

  The improvements include traffic signal upgrades to protected/left turn phasing and the construction of small non-landscaped median islands at six (6) intersections. Services shall include (but will not be limited to): construction plans and specifications, utility coordination, public outreach, and Caltrans Construction (E-76) construction package approval (construction engineering and final submittal package) for the Federal HSIP Project. The project is funded with Federal HSIP funds (grant amount of $1,380,400 and is programmed for FFY 2017-18.)

  We understand the project will be packaged as one set of plans, specifications and estimate, but will utilize multiple bid schedules to allocate the bid items that are covered by the various funding sources so they may be tracked separately (specially for the HSIP grant). We have presented the scope of work for each project with the understanding that the cost will be split within both projects on certain tasks such as project management, research and development, field review, advertisement and bidding assistance and engineering during construction.

SCOPE OF WORK – RESURFACING PROJECT

Task 1 – Project Management

The management and close coordination with all parties involved in this project is critical for the successful completion of any project. Willdan takes pride in the high level of service we provide to our clients. Three key elements to successful project management include a project kick-off meeting, the project design requirement letter, and project status reports.

1. A project kick-off meeting will be scheduled to include City staff. The City will provide a detailed explanation of the project scope and schedule. Major aspects of the project will be discussed including the design criteria, utility coordination, plan preparation and specifications, estimates, submittal reviews, bid process, and anticipated construction issues. In addition to the kick-off meeting, Willdan will attend design meetings for the various submittal stages at four meetings: 35%, 65% 95%, and final. Request for attendance at additional meetings other than those discussed above (a total of five meetings) will be for an additional fee.

2. The design criteria, responsibilities, and findings from the project kick-off meeting will be summarized in a design criteria letter that will be distributed to the project team.

3. Prepare and distribute the agendas and minutes for all project meetings.

4. Submit monthly progress reports to the Project Engineer via e-mail following federally funded project procedures, the reports will include the progress to date.

Task 1 Deliverable:

- ✓ *Meeting Minutes*
- ✓ *Agenda*
- ✓ *Month Progress reports*

Task 2 – Research and Development

1. Obtain available as-built drawings, survey data and utility contact information from the City of San Fernando. The research may include assessor parcel maps, tract maps, recently completed or planned improvement drawings, as-built drawings for street, traffic signals, signing, striping, and storm drain, as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information.

2. Mail notices to utility companies in accordance with City's procedures. Documentation of contacts and responses will be copied to the City. Willdan Engineering will prepare utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan Engineering can transmit these notices under Willdan Engineering's letterhead; however, the City shall be responsible for any fees assessed to Willdan Engineering by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan Engineering's utility coordinator. Willdan Engineering will coordinate with utility companies for new connection feeds and utility relocations, as needed within the project limits.

3. Review the City's Water System Documents including maintenance records and Title 22 reports to discover what repairs or replacement may be appropriate for the project segment. If there are substantial condition and flow factors not available, it may be necessary to obtain specific testing (e.g., flow rates, leak detection, potholing and pipe coupon sampling, soil sampling for potential corrosive soil condition impact to the pipe and fittings, hydraulic modeling for performance comparison) to identify the structural and maintenance condition of the water pipeline project segments. Rehabilitation methods including lining, spot repairs/replacements, pipe bursting, valve and fitting repairs, and any other available and proven techniques will be reviewed for applicability.

4. Review the City's sewer documents including capacity and flow reports, and CCTV videos and inspection reports to identify the structural and maintenance defects observed in each sewer segment. We've assumed that the CCTV investigation employed the methods and documentation of the NAASCO-PACP criteria and numbering system which facilitates identification and proper evaluation of the observed inspection conditions. If not, it is expected that additional time and costs will be required to accomplish the additional evaluation needed to make a proper assessment for design/construction purposes. Utilizing the NASSCO_PACP methods and reporting is not intended to be the sole source for determining a course of action, but it does expedite the assessment process. Each sewer segment will need to be evaluated by our team to determine the severity of defects. Grade 5 structural defects per the PACP coding system, can vary from a small hole in the pipe to a full collapse. Evaluation and development of an asset management program requires an application of common sense and other pertinent information to further assess each situation beyond the PACP rating.

5. Utilized record drawings and design survey to prepare a base plan with the existing improvements for the project area. A site visit will then be conducted to fill in any data gaps and confirm accuracy of the base mapping.

Task 2 – Deliverables

✓ *Utility notices*

Task 3 - Design Survey

Perform focus field survey as needed for the design. The project engineer will review the site and designate any points for which precise elevations will be needed to complete the design as intended. Experience has shown that on projects of this nature, fixed interval cross sections do not provide the data necessary for proper design. A lot of data is gathered in locations that yield useless or misleading information, while the key points of concern, such as the elevation of a settled driveway would be overlooked. Willdan Engineering's approach having the design engineer specify the necessary survey points will provide a precisely functional design most cost effectively.

For the resurfacing, we've allocated one-day of field survey to provide the precise elevations for locations that may be of concern.

Task 3 – Deliverables

✓ *Survey points, specific locations*

Task 4 - Field Investigations

1. Perform a comprehensive field review of the project street limits. Photographs will be taken to catalog existing site conditions and additional field measurements may be collected for a complete and accurate design. We will

2. Identify and mitigate locations within the project limits that have damaged segments of sidewalk, curb and gutters, curb returns, ADA ramps, and drive approaches. Propose cost effective solutions, such as new concrete and/or grinding, to mitigate pedestrian tripping obstacles. Field review all wheel chair ramps within the project limits, and reconcile to ADA compliance.

3. Identify and mitigate various situations within the project limits that require drainage correction improvements to mitigate standing water in low areas at the curb and gutter of the street. Establish existing topography and drainage patterns to identify localized ponding as outlined in 3. above. Propose cost effective solutions to mitigate surface drainage obstacles resulting from raised curbs, tree-root damage, deterioration of street pavement, and deficient cross-gutters.

Task 4 – Deliverables

✓ *Photographs*
✓ *Field notes*

Task 5 - Geotechnical Analysis and Pavement Report

Willdan Geotechnical will prepare the geotechnical/pavement design study for the proposed improvements along Glenoaks Boulevard from West City Limit to East City Limit (1.27 linear miles). The report preparation includes the following:

1. Review and map the condition and level of distress of the existing pavement.

2. Field exploration including coring the asphalt pavement, and drilling and sampling the subgrade soil at the total of ten (10) locations to the maximum drilled depth of 4 feet below ground surface within the project limits. The core locations will be placed at strategic locations to represent the existing conditions. We will provide traffic control measures during coring operations.

3. Measure and visually log the cores in the field. Measure the thickness of aggregate base, if any, and collect representative sample of subgrade material for laboratory testing.

4. Laboratory testing of collected representative subgrade soils to determine their index and engineering properties.

5. Based on test results, evaluate alternative pavement section thicknesses for new pavement and rehabilitation approaches for the existing pavement where needed, including any necessary localized dig-outs where warranted. The alternatives may consist of overlay, full depth reclamation/recycling and/or total removal and replacement, including RHMA and/or HMA material. We will also explore and analyze engineering properties of subgrade soils and provide recommendations for construction of the proposed replacement of water main and sewer main such as trench stability and trench backfill.

6. Provide a draft and a final report to the design team presenting our findings, conclusions and recommendations. The report will be supported with a map showing core locations and summary of laboratory test results.

Task 5 - Deliverables

✓ Three (3) copies of Draft and Final Geotechnical Report

Task 6 - Traffic Index Calculation

1. Willdan will collect one (1) location of 24-hour truck classification counts to get recent percentages of truck traffic currently utilizing Glenoaks Boulevard.

2. Upon receipt of counts, Willdan will utilize the County of Los Angeles method for the calculation of the traffic index(TI) and provide a TI for both a 10 and 15 years' pavement life.

Task 6 – Deliverables

✓ Traffic Index

Task 7 - Preliminary Engineering Report

Willdan will compile a Preliminary Engineering Report (PER) for review and approval by the City. The report will contain a summary of the initial reconnaissance notes, utility provided information, field survey findings, any photographs of conditions for discussion, and the base design concept with preliminary construction cost estimate. The report will be discussed with City representatives to make reliable, cost effective decisions about the proposed street improvements, water and sewer rehabilitation/replacement methods.

During preparation of the PER, Willdan will review existing information, such as the pavement management report city sewer and water documents and field review of the street to make recommendations regarding the construction needs, including the location and extend of missing or damaged sidewalk, curbs and gutter access ramps, driveways, sewer and water repairs. Willdan will also assess the access ramps and will recommend necessary upgrades. In addition, the report will address the disposition of existing utilities and coordination, and anticipated requirements.

Task 7 - Deliverables

✓ Three (3) hard copies of the Preliminary Design Report (10% design submittal)

Task 8 - Plans, Specifications and Engineer's Cost Estimate (PS&E)

Willdan will prepare engineering plans, technical specifications and engineers estimate of construction costs (PS&E) for the street resurfacing project. Plans will be prepared on 22-inch by 34-inch layout in AutoCAD 2014, and submitted full size on bond at the 60, 90% and final submittals for City s review and comment. Final approved drawings will be wet stamped and signed by the engineer of record.

Street Resurfacing Plans

The street resurfacing plans will include 40 scale plan views for any pavement maintenance or rehabilitation work with typical cross-sections. The plan set will also contain: location maps, general and construction notes, survey controls, quantity tables, and details sufficient to support successful bid and construction of the improvements.

Utility Plans

Willdan will incorporate identified utility features and locations provided by the serving utilities on the respective street improvement plans. The plans will also include any utilities that are to be constructed within the respective street segment areas, as well as those to be relocated by others, where applicable.

Water Main Improvements

Willdan will prepare plans for the subject water pipeline repairs or replacements and proposed construction methods according to the approved PER recommendations. The plans will identify the limits and type of rehabilitation or reconstruction, existing utilities, and details required for clarification of construction components.

Sewer Main Improvements

Willdan will prepare plans of the existing sewer line and proposed construction methods according to the approved PER recommendations. The plans will identify the limits and type of rehabilitation or reconstruction, existing utilities, and details required for clarification of construction components. The City's established naming convention for sewer segments and manholes will be used to identify existing sewer improvements on the plans. Technical specifications will be prepared for construction of the sewer rehabilitation project.

Signing and Striping Improvements

The signing and striping plans will be prepared at a 40-scale and will include all existing striping, signs and proposed striping modifications. The loop induction replacement is suggested be included with the HSIP project since the traffic signal operation will be modified requiring other modifications to the traffic signal including detection.

Specifications

Utilizing the City-provided boilerplate, Willdan will prepare the project's specifications, complete and ready for bidding purposes using the latest edition the State of California Department of Transportation Standard Plans and Specifications. Willdan's specifications will support the selected overlay and construction strategies. Willdan will be responsible for compiling project specifications that are complete and ready for bidding purposes and that are signed by a civil engineer registered in the State of California. A full set of specifications will be provided at 60, 90 and Final design levels. Willdan will address traffic control requirements in the contract documents and specifications to construct the improvements.

Engineer's Cost Estimate

Willdan Engineering will prepare a detailed engineer's estimate of probable costs in Microsoft Excel spreadsheet format. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar street construction projects in the vicinity. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based on plan sheet quantities and will be furnished at 90-percent, and final 100-percent design milestones.

Task 8 - Deliverables

- ✓ A PDF set and one (1) full size plans at 60, 90, and Final design completion
- ✓ A MS Word file and three (3) hard copies of complete specifications at 60, 90, and Final design completion
- ✓ An Excel file and three (3) hard copies of estimated quantities and Engineer's Estimate of Probable Costs at 60, 90, and Final design completion

Task 9 - Advertisement and Bidding Assistance

During the bidding process, Willdan will be on call to provide analysis and interpretation of the drawings and specifications. When requested to do so, Willdan will prepare and issue addenda to address concerns of potential bidders. Should a prebid conference be necessary, Willdan will

be present to answer questions from prospective bidders. If necessary, Willdan will assist City staff in the receipt of sealed bids, analysis of bids received, receipt of required bonds, and verifying the bidder's ability to perform the contract for the project within the time constraints set forth in the documents. In addition, Willdan will assist the City with coordinating the advertisement of the project bid and the evaluation criteria regarding the prequalification of bidding contractors, as well as participate in the evaluation of submitted bids and provide recommendations of bids received.

Task 9 - Deliverables

- ✓ Bid Analysis
- ✓ RFI's
- ✓ Attendance pre-bid meeting
- ✓ Addendum

Task 10 - Engineering Support During Construction

During construction, Willdan will assist the City during the construction services phase, by reviewing and approving material submittals, responding to requests for information (RFI's), and assisting with contract change orders as necessary. Should there be a design oversight identified in the design plans or specifications, we will make the appropriate design correction at no cost to the City.

Task 10 - Deliverables

- ✓ Attendance pre-bid meeting
- ✓ Material submittal review
- ✓ RFI's

SCOPE OF WORK – HIGHWAY SAFETY IMPROVEMENT PROJECT (HSIP)

Task 1 – Project Management

The management and close coordination with all parties involved in this project is critical for the successful completion of any project. Willdan takes pride in the high level of service we provide to our clients. Three key elements to successful project management include a project kick-off meeting, the project design requirement letter, and project status reports.

1. A project kick-off meeting will be scheduled to include City staff. The City will provide a detailed explanation of the project scope and schedule. Major aspects of the project will be discussed including the design criteria, utility coordination, plan preparation and specifications, estimates, submittal reviews, bid process, and anticipated construction issues. In addition to the kick-off meeting, Willdan will attend design meetings for the various submittal stages four meetings; 35%, 65% 95%, and final. Request for attendance at additional meetings other than those discussed above (a total of five meetings) will be for an additional fee.

2. The design criteria, responsibilities, and findings from the project kick-off meeting will be summarized in a design criteria letter that will be distributed to the project team.

3. Willdan will prepare and distribute the agendas and minutes for all project meetings.

4. Willdan will submit monthly progress reports to the Project Engineer via e-mail following federally funded project procedures, the reports will include the progress to date.

Task 1 Deliverable:

- ✓ Meeting Minutes
- ✓ Agenda
- ✓ Month Progress reports
- ✓ Month Progress reports

Task 2 – Research and Development

1. Obtain available as-built drawings, survey data and utility contact information from the City of San Fernando. The research may include assessor parcel maps, tract maps, recently completed or planned improvement drawings, as-built drawings for street, traffic signals, signing, striping, and storm drain, as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information.

2. Mail notices to utility companies in accordance with City's procedures. Documentation of contacts and responses will be copied to the City. Willdan Engineering will prepare utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan Engineering can transmit these notices under Willdan Engineering's letterhead; however, the City shall be responsible for any fees assessed to Willdan Engineering by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan Engineering's utility coordinator. Willdan Engineering will coordinate with utility companies for new connection feeds and utility relocations, as needed within the project limits.

3. Utilize record drawings and design survey to prepare a base plan with the existing improvements for the project area. A site visit will then be conducted to fill in any data gaps and confirm accuracy of the base mapping.

Task 3 – Design Survey

Collect topographic survey for 250' feet on each approach to the six (6) intersections of Glenoaks Boulevard with Arroyo Street, Griswold Avenue, Brand Boulevard, Maclay Avenue, Harding Avenue and Orange Grove Avenue. The topographic survey will include centerline ties, right of way information from the County Surveyor's office and other available survey data from the City of San Fernando.

Task 3 Deliverables:

- ✓ Topographic survey

Task 4 – Field Review

Willdan will perform a comprehensive field review of the project limits. Photographs will be taken to catalog existing site conditions and additional field measurements may be collected for a complete and accurate design.

1. Verify locations of street topographic features including manholes, water valves, traffic striping, etc.

2. Be proactive in field review towards discovery of special conditions that might create conflicts or change orders during construction.

Task 4 Deliverables:

- ✓ Field notes
- ✓ photographs

Task 5 – Public Outreach

1. Prepare conceptual plans as described in HSIP application. The concept plans will be prepared at a scale of 1"=40'. The conceptual plans will include preliminary alignment for the median approaches Glenoaks Boulevard with the six intersections.

2. Attend public presentations on the proposed project to initially inform the public of the project and receive input. A second meeting will be held to present the public with details of the proposed project. A third meeting would include City Council hearing for preliminary and environmental approval.

3. Provide information for the public outreach meeting including mailing information, and write ups for social media. The community will be informed of the meetings through, mailing, website postings, local newspapers and community websites.

Task 5 Deliverables:

- ✓ Concept Plans
- ✓ Meeting attendance three (3)
- ✓ Informational Mailing

Task 6 – Plans, Specifications and Estimate

Willdan will prepare engineering plans, technical specifications and engineers estimate of construction costs (PS&E) for the HSIP Project. Plans will be prepared on 22-inch by 34-inch layout in AutoCAD 2014, and submitted full size on bond at the 60, 90% and final submittals for City s review and comment. Final approved drawings will be wet stamped and signed by the engineer of record.

Median Street Improvement Plans

The median plans will include 20 scale plan/profile views for median construction work with typical cross-sections. The plan set will also contain: location maps, general and construction

notes, survey controls, quantity tables, and details sufficient to support successful bid and construction of the improvements.

Traffic Signal Plans

The traffic signal modifications plans will be prepared at a 20 scale and will include operational modification at six (6) intersections along Glenoaks Boulevard to protected left turn phasing including bicycle detection upgrades. The intent is to satisfy the objective of the HSIP grant application. There may be additional upgrades that may be recommended at each intersection, we will evaluate if they can be implemented within the grant budget and will be presented to the City at 30% submittal for review and approval.

Prepare a traffic signal modification timing chart including the protected left turn phasing.

Specifications

Utilizing the City-provided boilerplate, Willdan will prepare the project's specifications, complete and ready for bidding purposes using the latest edition the State of California Department of Transportation Standard Plans and Specifications. Willdan's specifications will support the selected overlay and construction strategies. Willdan will be responsible for compiling project specifications that are complete and ready for bidding purposes and that are signed by a civil engineer registered in the State of California. A full set of specifications will be provided at 60, 90 and Final design levels. Willdan will address traffic control requirements in the contract documents and specifications to construct the improvements.

Engineer's Cost Estimate

Willdan Engineering will prepare a detailed engineer's estimate of probable costs in Microsoft Excel spreadsheet format. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar street construction projects in the vicinity. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based on plan sheet quantities and will be furnished at 90-percent, and final 100-percent design milestones.

Task 6 Deliverables

- ✓ A PDF set and three (3) full size sets of plans at 60, 90, and Final design completion
- ✓ A MS Word file and three (3) hard copies of complete specifications at 60, 90, and Final design completion
- ✓ An Excel file and three (3) hard copies of estimated quantities and Engineer's Estimate of Probable Costs at 60, 90, and Final design completion

Task 7 – HSIP Grant Administration

Task 7.1 – Request Federal Project Number (FPN) & Field Review

This HSIP Cycle 7 project is programmed for FFY 17/18 in the amount of $1,380,400. The City requested moving the HSIP funds in preliminary engineering to the construction phase.

Task 7.1 Deliverables:

- ✓ Prepare LAPM Exhibits: 7-B Field Review and 7-G Field Review Attendance Roster.
- ✓ Submit package to Caltrans along with applicable attachments such as typical sections, FTIP Sheet, and approved HSIP project list.

Task 7.2 – Environmental Approval

Assume Categorical Exemption for CEQA compliance and Categorical Exclusion without technical studies for NEPA compliance. Following public outreach phase, determine whether a Public Hearing is required.

Task 7.2 Deliverables:

- ✓ Prepare Notice of Exemption.
- ✓ Publish the Notice of Opportunity for Public Hearing Proposal according to the LAPM.
- ✓ If a Public Hearing is required, compile the *Record of Public Hearing* including LAPM Exhibit 8-A *Notice of Public Hearing* or if the project is non-controversial, compile the *Record of Opportunity for a Public Hearing* including LAPM Exhibit 8-B *Notice of Opportunity for Public Hearing Proposal*.
- ✓ Prepare LAPM Exhibits: 6-A *Preliminary Environmental Study* and 6-E *Categorical Exemption/Programmatic Categorical Exclusion Determination Form*.
- ✓ Submit package to Caltrans along with applicable attachments such as typical sections, project footprint map, FTIP Sheet, and approved HSIP project list.

Task 7.3 – Right of Way (ROW) Certification

Following CEQA and NEPA clearance, and receiving the final PS&E, begin to prepare the Right of Way Certification package.

Task 7.3 Deliverables:

- ✓ Prepare LAPM Exhibit 13-A Short Form Right of Way Certification Off State Highway System and the Project Engineer's Certification of Utilities.
- ✓ Submit package to Caltrans along with the final signed plans, required backup documentation from utilities and other agencies, a copy of the City Resolution authorizing a City official to execute right of way certifications, and a copy of the approved NEPA and CEQA documents.

Task 7.4 - Request for Authorization (RFA) to Proceed with Construction

Upon receiving right of way certification, begin preparing RFA to Proceed with Construction package to initiate the obligation of federal funds by Caltrans for the construction of the project.

Task 7.4 Deliverables:

- ✓ LAPM Exhibits: 3-D Request for Authorization,
- ✓ 3-E Data Sheets,
- ✓ 12-A Preliminary Estimate of Cost,
- ✓ 15-N Finance Letter,

- ✓ 12-C PS&E Certification,
- ✓ 12-D PS&E Checklist,
- ✓ 15-A Local Agency Construction Contract Administration Checklist,
- ✓ 4-A Local Programs Agreement Checklist.
- ✓ DBE project goals for construction and construction engineering using LAPM Exhibit 9D DBE Contract Goal Methodology.

Task 8 – Advertisement and Bidding Assistance

During the bidding process, Willdan will be on call to provide analysis and interpretation of the drawings and specifications. When requested to do so, Willdan will prepare and issue addenda to address concerns of potential bidders. Should a prebid conference be necessary, Willdan will be present to answer questions from prospective bidders. If necessary, Willdan will assist City staff in the receipt of sealed bids, analysis of bids received, receipt of required bonds, and verifying the bidder's ability to perform the contract for the project within the time constraints set forth in the documents. In addition, Willdan will assist the City with coordinating the advertisement of the project bid and the evaluation criteria regarding the prequalification of bidding contractors, as well as participate in the evaluation of submitted bids and provide recommendations of bids received.

Task 8 - Deliverables

- ✓ Bid Analysis
- ✓ RFI's
- ✓ Attendance pre-bid meeting
- ✓ Addendum

Task 9 - Engineering Support During Construction

During construction, Willdan will assist the City during the construction services phase, by reviewing and approving material submittals, responding to requests for information (RFI's), and assisting with contract change orders as necessary. Should there be a design oversight identified in the design plans or specifications, we will make the appropriate design correction at no cost to the City.

Task 9 – Deliverables

- ✓ Attendance pre-bid meeting
- ✓ Material submittal review
- ✓ RFI's

Exclusions:

- Traffic Control Plans, due to the vague nature of the sewer and water work, we suggest the traffic control plan staging be addressed in the specification and have the contractor submit plans prior to commencement of construction.

- Landscape and Irrigation plans – medians will not include landscaping and/or irrigation since they are not covered by the HSIP grant.

FEE

We have presented the fee for each project separately with the understanding that the cost will be split within both projects on certain tasks such as project management, research and development, field review, advertisement and bidding assistance and engineering during construction. Our fee represents that breakdown and we've allocated the fair share amount to each project.

Our proposed not-to-exceed fee for the above scope of is as follows

Street Resurfacing/Utility Improvements	$123,940.00
Federal HSIP Traffic Safety Improvements	$106,054.00
Total Not-to-Exceed Fee	**$229,994.00**

Two originals are being submitted. Please indicate the City's approval and authorization to proceed by signing both originals and returning one to our office.

Thank you for giving us the opportunity to be of service to the City of San Fernando. If you have any questions, please contact Ms. Vanessa Muñoz at (562) 368-4848 or via e-mail vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

Lew Gluesing PE, TE, PTOE
Director of Engineering

Approval and Authorization to Proceed By:

CITY OF SAN FERNANDO

_____
Signature

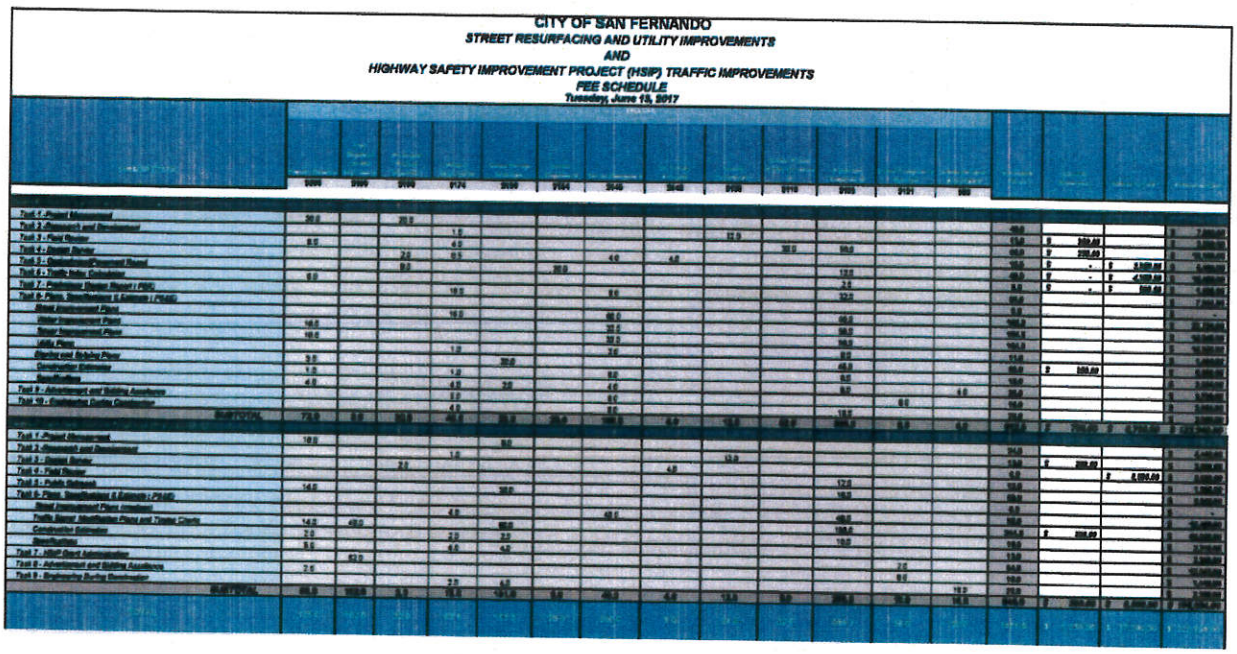
_____
Date

Enclosure

91005/06-160/P17-126_14245

WILLDAN

CITY OF SAN FERNANDO
STREET RESURFACING AND UTILITY IMPROVEMENTS
AND
HIGHWAY SAFETY IMPROVEMENT PROJECT (HSIP) TRAFFIC IMPROVEMENTS
FEE SCHEDULE
Tuesday, June 13, 2017



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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 16, 2017

Subject: Consideration to Approve a Letter Urging the Public Utilities Commission to Closely Review the Impact of Southern California Edison's Proposed 2018 General Rate Increase on Ratepayers

RECOMMENDATION:

It is recommended that the City Council approve a letter urging the California Public Utilities Commission (CPUC) to closely review the impact of Southern California Edison's Proposed 2018 General Rate Increase (Attachment "A") on ratepayers.

BACKGROUND:

1. Southern California Edison is proposing a rate increase of approximately 13 percent as part of its 2018 General Rate Case proposal to the CPUC.

2. According to the Daily News[1], if approved by the CPUC, residential customers who use an average 600 kilowatt-hours per month would expect to pay an extra $3.75 per month in 2018; an additional $5.65 per month in 2019; and an additional $7.29 per month in 2020.

3. On August 7, 2017, Councilmember Gonzales placed an item on the agenda to oppose the proposed Southern California Edison (SCE) 2018 rate increase. Representatives from SCE attended the meeting requesting the item be pulled to afford them to opportunity to provide additional information. City Council agreed to table the item and directed staff to work with SCE to get additional information.

ANALYSIS:

In September, staff met with SCE representatives that provided additional information regarding the planned system upgrades to be funded by the proposed rate increase, reduced

[1] http://www.dailynews.com/business/20170510/socal-edison-wants-to-raise-electric-rates-and-you-can-tell-them-what-you-think; Published 5/10/2017

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

personnel and administration costs over the last ten years, and projects that have been completed in the City of San Fernando from prior rate increases.

Subsequent to these meetings, staff worked with Councilmember Gonzales to revise the letter to highlight the negative impact of rate increases on the City's residents and urge the CPUC to explore alternate sources to fund the planned system upgrades rather than increase rates.

BUDGET IMPACT:

There is no budget impact associated with sending a letter of opposition to the CPUC regarding the proposed rate increase. However, there could be a significant impact to the City's electricity rates if the proposed rate increase is approved by the Public Utilities Commission.

ATTACHMENT:

A. Proposed Letter

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
SYLVIA BALLIN

VICE MAYOR
ANTONIO LOPEZ

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
JAIME SOTO

October 16, 2017

Mr. Michael Picker, President
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RE: Southern California Edison Proposed 2018 General Rate Increase

Dear Mr. Picker:

I am writing on behalf of the City Council of the City of San Fernando to strongly urge the Public Utilities Commission to closely review the impact of Southern California Edison's proposed general rate increase of almost thirteen percent (13%) and explore alternate sources to fund the proposed system improvements.

Residents in the City of San Fernando are working class Californians dealing with ever increasing housing costs. Increasing electricity rates again will continue to increase the housing burden as a percentage of income and may cause at-risk individuals and families to lose their homes.

Furthermore, my City government is also a customer and ratepayer. If approved, the City may have to divert more than $20,000 per year of taxpayer money away from essential City services such as public safety, infrastructure maintenance, and recreation programs to pay for the increased electric utility costs. The City is still on the path to recovering financially from the "Great Recession." The proposed increase to utility costs will further exacerbate the City's existing structural deficit.

Please closely review the current operational costs, reserves and profits of Southern California Edison to ensure that there are no other sources of funding for the proposed system improvements before further burdening our residents with a rate increase.

Sincerely,

Sylvia Ballin
Mayor

OFFICE OF THE
CITY COUNCIL

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Jack Wong, Interim Director of Community Development

Date: October 16, 2017

Subject: Discussion and Consideration to Approve a Letter of Support for the Metro East San Fernando Valley Transit Corridor Environmental Impact Statement/ Environmental Impact Report

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the Letter of Support (Attachment "A"); and

b. Authorize the Mayor to execute the Letter of Support for distribution and receipt by Metro prior to October 30, 2017.

BACKGROUND:

1. On September 1, 2017, Metro issued the draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the proposed East San Fernando Valley Transit Corridor Project, initiating the start of a 45-day public review period. Metro will consider written comments that are received prior to the end of the public review period (October 16, 2017). The public review period was subsequently extended through October 30, 2017.

2. The draft EIS/EIR analyzed six alternatives: No Build Alternative; Transportation Systems Management Alternative; Curb-Running Bus Rapid Transit (BRT) Alternative; Median-Running BRT Alternative; Low-Floor Light Rail Transit (LRT) Alternative; and LRT Alternative.

3. Metro has held multiple community meetings at various locations in Van Nuys, Pacoima, and San Fernando. The San Fernando community meeting was held September 14, 2107 at the San Fernando Regional Pool facility.

4. On September 28, 2017, the San Fernando Valley Council of Governments (SFVCOG) voted to recommend that Metro proceed with Alternative 3 – Low Floor Light Rail Transit (LRT).

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

5. City staff have reviewed the alternatives and have identified Alternative 3 – Low Floor Light Rail Transit (LRT) as the preferred alternative.

ANALYSIS:

The proposed East San Fernando Valley Transit Corridor Project was initiated in 2010. Metro identified up to 29 alternatives, having different modes and routes. These alternatives were refined in 2014 which lead to the development of the 2017 Draft EIS/EIR for the East San Fernando Valley Transit Corridor. The proposed development and implementation of the East San Fernando Valley Transit Corridor Project is funded with Measure M funds.

The Draft EIS/EIR assessed the potential environmental effects of the following six project alternatives:

- No-Build Alternative. No new transportation infrastructure would be built within the project area, aside from projects that are currently under construction or funded for construction and operation by 2040.

- Transportation Systems Management (TSM) Alternative. Transportation systems upgrades that may include, but not limited to, traffic signalization improvements, bus stop amenities/improvements, and bus schedule restructuring.

- Alternative 1 - Curb-Running Bus Rapid Transit (BRT) Alternative. A dedicated curb-running bus lane on the 6.7-mile stretch along Van Nuys Boulevard between the Metro Orange Line on the south to San Fernando Road on the north. The remaining 2.5-mile segment includes roadway travel lanes on Truman Street and San Fernando Road between Van Nuys Boulevard and the Sylmar/San Fernando Metrolink station.

- Alternative 2 - Median-Running BRT Alternative. This alternative include 6.7 miles of dedicated median-running bus lanes along Van Nuys Boulevard between the Metro Orange Line and San Fernando Road. Then the route runs along the 2.5-mile mixed-flow lanes on Truman Street and San Fernando Road between Van Nuys Boulevard and the Sylmar/San Fernando Metrolink station -- similar route as the Curb-Running BRT Alternative.

- Alternative 3 - Low-Floor Light Rail Transit (LRT)/Tram Alternative. This transit system alternative will operate a low-floor LRT/Tram along the median of Van Nuys Boulevard in a dedicated guideway from the Metro Orange Line to San Fernando Road. It will continue within mixed-flow travel lanes on San Fernando Road from Van Nuys Boulevard to Wolfskill Street in the City of San Fernando and from there to the Sylmar/San Fernando Metrolink station along the median of a dedicated guideway.

- Alternative 4 - LRT Alternative. This high-floor transit alternative would travel the length of the 9.2-mile route in a dedicated guideway from the Metro Orange Line north on Van Nuys Boulevard and to San Fernando Road and then northwest to the Sylmar/San Fernando Metrolink Station. Segments of the route include the exclusive right-of-way through the Antelope Valley Metrolink railroad corridor, a segment with semi-exclusive right-of-way in the middle of Van Nuys Boulevard, and an underground segment beneath Van Nuys Boulevard from Parthenia Street to Hart Street. The load capacity of this LRT vehicle will be higher than the load capacity of the low-floor LRT/Tram vehicles under Alternative 3.

From staff review of the draft EIS/EIR and public comments received from public workshops, staff believes that the LRT Alternative (Alternative 3) is the preferred alternative that will provide the maximum benefit to the community. However, as noted in the Letter of Support, the City is recognizing potential impacts that should be addressed and mitigated by Metro. The recommendations include:

- Eliminate or substantially reduce the three percent (3%) City contribution towards the construction of a new Metro Station on Maclay Avenue.

- Replace lost City parking spaces and storage facilities as a result of Metro's partial taking of real estate within a newly constructed public parking structure at First Street and Maclay Avenue.

- Provide technical and financial assistance to the City and businesses during the design and development of the new Maclay Station and major improvements at the Sylmar/San Fernando Station.

- Ensure that both stations serving San Fernando have restrooms.

- Install traffic, circulation, and pedestrian improvements along San Fernando Road, Truman Street, and Hubbard Street to alleviate traffic congestion.

- Ensure compatibility and enhancement with the San Fernando Corridor Specific Plan Amendment.

BUDGET IMPACT:

There are potential financial impacts to the City of San Fernando. Although there will be benefits to the local economy in the future, there are specific short-term impacts, that are presently known, such as: 1) Metro is proposing that the City of San Fernando contribute financially to the construction of the Maclay Station (i.e. the City's proportionate share of the total 3% local match for construction costs as required by the Measure M Ordinance) as the City's local match; 2) the loss of public property as a result of Metro's partial take of real

estate will necessitate the relocation of public safety storage equipment, communication antennae, and loss of public safety and public parking spaces; and 3) the impacts to local businesses will result in a loss of retail sales.

CONCLUSION:

The East San Fernando Valley Transit Corridor Project is anticipated to start property acquisitions construction as early as 2019 and construction in 2021/2022. The completion of this project will have significant impacts for the City of San Fernando. By submitting the attached Letter of Support for the Light Rail Transit (LRT) Alternative, the City of San Fernando is registering its support and preference for the LRT Alternative as well as identifying specific recommendations and concerns that the City wishes to be addressed by Metro. It is therefore recommended that the City Council approve and authorize the Mayor to execute the attached Letter of Support and authorize the City Manager to submit the Letter of Support to Metro for receipt prior to October 30, 2017.

ATTACHMENT:

A. Letter of Support

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

CITY COUNCIL

MAYOR
SYLVIA BALLIN

VICE MAYOR
ANTONIO LOPEZ

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
JAIME SOTO

October 16, 2017

Mr. Walter Davis, Project Manager
East San Fernando Valley Transit Corridor
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, MS 99-22-5
Los Angeles, CA 90012

SUBJECT: Comments on the East San Fernando Valley Transit Corridor Draft EIS/EIR (SCH No. 2013021064)

Dear Mr. Davis:

The City of San Fernando ("City") appreciates this opportunity to comment on the Draft EIS/EIR for the East San Fernando Valley Transit Corridor project (Draft EIS/EIR). The City supports the East San Fernando Valley Transit Corridor Project proposed by the Los Angeles County Metropolitan Transportation Authority (Metro) to improve local public transit service along the busy Van Nuys Boulevard and the Truman Street/San Fernando Road corridor and regional connectivity for eastern San Fernando Valley.

This project will help improve mobility for the residents of the City by providing greater access to transit service to sub-regional and regional destinations, as well as the City becoming a destination point for others. However, since a segment of the proposed four alternatives will traverse the City along the NW-SE Truman Street/San Fernando Road corridor, and through the City's current San Fernando Corridor Specific Plan Amendment area, the City would like to offer its comments on the Draft EIS/EIR.

The physical and operational characteristics differ significantly among the alternatives assessed in the Draft EIS/EIR. There would be no changes to the current restrictions on left-turns, street parking, future bike lanes, or require a reduction in the current sidewalk width or require potential real estate acquisition under both the No Build and TSM Alternatives. Since there would be no significant reduction in the travel time for both the No Build and TSM Alternatives, the City did not analyze these alternatives. The City's comments, therefore, are focused on the Low-Floor LRT/Tram Alternative (Alternative 3).

The City of San Fernando prefers and supports Alternative 3 – Low-Floor Light Rail Transit (LRT) and is providing our comments on the Draft EIS/EIR.

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Alternative 3, as presented in the Draft EIS/EIR encompasses the following:

- **Alternative 3 - Low-Floor Light Rail Transit (LRT)/Tram Alternative.** This transit system alternative will operate a low-floor LRT/Tram along the median of Van Nuys Boulevard in a dedicated guideway from the Metro Orange Line to San Fernando Road. It will continue within mixed-flow travel lanes on San Fernando Road from Van Nuys Boulevard to Wolfskill Street in the City of San Fernando and from there to the Sylmar/San Fernando Metrolink station along the median of a dedicated guideway.

The following are the City's comments on the Draft EIS/EIR:

1. **Vehicular Traffic and Circulation Impacts**. The Draft EIS/EIR examines the level of service (LOS) of seventy three (73) intersections within the project area, of which, thirteen (13) are in the City of San Fernando. Under the Low-Floor LRT/Tram Alternative (Alternative 3), nine (9) of the studied intersections within the City would be at LOS E or F and have a significant impact relative to the future No-Build Alternative. The increased traffic impacts would result from increased train trips and increased cross-arm gate down time at the rail crossings, thereby increasing traffic delays at these "choke points."

   In fact, based upon discussions and meeting notes memorializing a January 11, 2017 meeting between Metro and City representatives concerning the County Grade Crossing and Corridor Safety Program, traffic circulation, pedestrian safety/access improvements, grade separations, graffiti control, and trespassing violations were prominently discussed. In particular, the City cited safety concerns at the heavily travelled Maclay Avenue and Hubbard Avenue grade crossings as well as the lighter vehicular volumes at Wolfskill/Jessie Street and Brand Avenue grade crossings. As a result of these discussions, it was agreed that after Metro identifies the locally preferred alternative for the East San Fernando Valley Transit Corridor Project, the Metro team will consider each of the suggested improvements for affected grade crossings as part of the evaluation of the East San Fernando Valley Transit Corridor Project.

   The Low-Floor LRT/Tram Alternative (Alternative 3) will result in additional impacts to the area businesses during and after construction. For example, the Low-Floor LRT requires overhead catenary wires and careful consideration should be given to the placement of supporting poles, particularly in relation to adjacent businesses, signage, existing street trees and pedestrian travel on the sidewalks. Also the location of the Low- Floor LRT/Tram Alternative is within the existing public right-of-way of San Fernando Road, possibly removing a vehicular lane, and will further impact vehicular travel on the roadway.

Although outside the City limits, the T-intersection of SR-118 Freeway off-ramp and San Fernando Road is heavily impacted by traffic congestion during commute time periods, resulting in vehicles queued into on-coming traffic. The left-turn lanes are currently experiencing congestion, and with the proposed LRT station at Paxton Street and San Fernando Road, traffic congestion would be further exacerbated with either the Low-Floor LRT/Tram or LRT Alternatives.

Therefore, the City recommends:

- Traffic signals be synchronized and timed to minimize vehicle delays and traffic congestion at all intersections along Hubbard Street, from San Fernando Road to 4th Street in San Fernando and further north to Glean Oaks Boulevard, and along the east/west thoroughfares of Truman Street and San Fernando Road, from Hubbard Street east to the proposed Paxton/San Fernando Station.

- Dual left-turn and/or right-turn lanes at key intersection approaches, especially in the San Fernando Downtown District of the Specific Plan area.

2. **Compatibility with and Enhancement of the Proposed San Fernando Corridor Specific Plan Amendment.** The City has completed its draft San Fernando Corridors Specific Plan Amendment and EIR. The City completed the EIR public review period on September 25, 2017 and anticipates initiating the Specific Plan Amendment adoption process in late November 2017. Since a segment of the East San Fernando Valley Transit Corridor project traverses the Specific Plan Amendment area, Metro should incorporate development standards and design guidelines in the development of the eventual preferred alternative. Major consideration should be given to providing business assistance programs, both technical and financial, to assist local merchants, businesses, and residents to minimize potential disruptions.

3. **Light Rail Transit Stations**. With the importance and projected high passenger usage of the Sylmar/San Fernando Metrolink Station under both the Low-Floor LRT/Tram Alternative and the LRT Alternative, more amenities are needed at this existing station. While improvements to stations are identified in the Draft EIS/EIR to mitigate potential aesthetics/visual quality and safety/security impacts, the Sylmar/San Fernando Station needs an enclosed passenger waiting structure with seating and public restrooms conveniently located adjacent to the station platform.

   While the Sylmar/San Fernando Metrolink Station is in the City of Los Angeles, it is located immediately adjacent to the City of San Fernando, and therefore, the

station improvements should also incorporate a Public Art component and reflect the design guidelines of the San Fernando Corridor Specific Plan Amendment as should the Maclay Station. Metro should hold additional informational workshops and community outreach programs to adequately inform San Fernando residents and businesses of this major new development. San Fernando requests that Metro provide guidance and information concerning technical assistance and grant funds to complete a specific area plan around the new Maclay Station, including a feasibility analysis of constructing a 2-3 level public parking structure on the existing City Parking Lot N6, and a Pedestrian Connectivity Study to promote alternative forms of travel to and from the Sylmar/San Fernando and Maclay Stations.

Therefore, the City recommends that Metro:

- Analyze feasibility of constructing multi-level public parking structure in association with the proposed Maclay Station.

- Conduct community outreach and education program to effectuate two-way communication with the desired outcome of achieving increased understanding and mutual benefit.

- Incorporate design guidelines and development standards that are representative of San Fernando's history, culture, and supportive of the San Fernando Corridors Specific Plan Amendment. The design features should promote and establish a "sense of place" that is authentic, energetic, and colorful.

- Install Public Art at major pedestrian areas, such as stations and pedestrian access points near San Fernando's downtown area.

- Install of enhanced streetscape, pedestrian, and landscape improvements along the entire East San Fernando Valley Transit Corridor within San Fernando.

4. **Public Safety and Public Parking.** Alternative 3 would require taking approximately twelve (12) feet of City property adjacent to the existing rail right-of-way. This would result in the need to relocate public safety storage and radio communication equipment, the loss of six (6) secure parking spaces reserved for public safety vehicles, and the loss of twenty-three (23) public parking spaces located in City Lot 6N. This represents a loss of approximately thirty percent (30%) of the available public parking in Lot 6N and thirty percent (30%) of available secure public safety parking.

Therefore, the City recommends that Metro:

- Replace the lost public parking and secure public safety parking by constructing a multi-level public parking structure in association with the proposed Maclay Station.

- Relocate the secure public safety storage and communications equipment to a secure area in a multi-level public parking structure.

5. **Economic and Social Justice.** The Measure M Ordinance approved by Los Angeles County voters included a provision for requiring a 3% local contribution to major rail transit capital projects. The Ordinance calculates the local contribution based on the centerline track miles within a local jurisdiction with a new station in those jurisdictions. The local contribution will be calculated by dividing 3% of the project's total cost, estimated after the conclusion of thirty percent (30%) of final design, by the number of new rail stations constructed on the line.

   Eligible fund sources to satisfy 3% local contribution include any funds controlled by the local agency or local agencies (e.g., General Fund, State Gas Tax Subventions, Prop. A, Prop. C and Measure R and M Local Return Funds, Measure M Subregional Program Funds), or any funds awarded from non-Metro competitive grant process funding.

   Although it is too early to calculate the City's required local contribution, initial estimates range from $2.5 to $5 million. A match of this magnitude will require the City to divert a significant amount of future transportation funding from critical services such as local transit services (i.e. Trolley and Paratransit), street maintenance, tree trimming services, street sweeping, and street resurfacing projects; all of those services are funded using State Gas Tax, Proposition A, Proposition C, Measure R and Measure M funds. To the extent the City must use those funds toward a required local match, it will necessitate cuts in the services anticipated to be funded by these aforementioned funding sources.

   Additionally, the City of San Fernando is a disadvantaged community with the entire City designated as eligible for Community Development Block Grant funding. More affluent cities that have benefited from major rail transit capital projects in the past, including the Exposition Line through Culver City and the Gold Line through Pasadena, were not required to provide a local contribution. This raises some very serious economic and social justice concerns as San Fernando residents have paid County-wide sales taxes, including Proposition A, Proposition C, and particularly Measure R, but have not received a proportionate benefit as many of the capital projects funded through those taxes have not

benefited the Northeast San Fernando Valley. In addition to another increase in sales tax resulting from Measure M that further erodes the City's residents' disposable income, our disadvantaged community is now also being asked for a significant local match.

Therefore, the City recommends:

- As a qualified disadvantaged community, grant a financial hardship waiver to eliminate or significantly reduce the 3% local match.

The City of San Fernando thanks you for the opportunity to comment on the East San Fernando Valley Transit Corridor Draft EIS/EIR and we look forward to continued involvement in this project. Should you have any questions regarding our comments, please feel free to contact Mr. Alexander P. Meyerhoff, City Manager, at (818) 898-1202 or at CityManager@sfcity.org.

Sincerely,

Sylvia Ballin
Mayor

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Kenneth Jones, Public Works Management Analyst

Date: October 16, 2017

Subject: Consideration to Award a Purchase Order to Purchase and Install Electric Vehicle Charging Units at Various City Facilities under the National Joint Power Alliance (NJPA)

RECOMMENDATION:

It is recommended that the City Council:

a. Authorize the City Manager to carry forward $100,000 appropriated in Fund 10 and $100,000 appropriated in Fund 29 to install electric vehicle charging stations in Fiscal Year (FY) 2016-2017 to FY 2017-2018;

b. Approve a Purchase Order with ChargePoint, Inc. (ChargePoint) to procure and install five (5) dual output electric vehicle charging units at various City facilities in the amount of $47,270.60 under the NJPA (Attachment "A"); and

c. Authorize the City Manager, or designee, to execute all related documents, including unforeseen change orders or additional scope of work for this project deemed necessary or desirable up to the approved project budget.

BACKGROUND:

1. On August 14, 2015, the City became a member of the National Joint Power Alliance (NJPA) (Attachment "B") which provides competitive bid prices for various equipment and supplies.

2. On January 6, 2017, the City was awarded $100,000 in funding from the Mobile Source Air Pollution Review Committee (MSRC) through the Clean Transportation Funding grant program to install publicly accessible Electric Vehicle (EV) charging stations at five locations at various City facilities.

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

3. On February 6, 2017, City Council accepted the $100,000 grant awarded by MSRC and authorized the Interim City Manager to appropriate the funds in the FY 2016-2017 Approved Budget as part of the mid-year budget review process.

4. On September 25, 2017, staff obtained a competitively solicited bid for five (5) Dual Output EV Charging Stations plus related equipment and services from ChargePoint through their contract with the NJPA (Attachment "C").

ANALYSIS:

Transportation is one of the largest and fastest growing contributors to greenhouse gas (GHG) emissions. Installing EV charging stations is a proactive step towards reducing the City's carbon footprint.

The Project

The project consists of installing a total of five, "Level II" type dual port EV stations with the capacity to charge a total of 10 vehicles; two vehicles per station. Each station will display signage with relevant contact information in the event of service malfunction and meet all current Society of Automotive Engineers J1772 standards. All energy costs related to operating the EV stations will be funded through user fees associated with vehicle charging. The stations will be located at the following locations:

1. Civic Center Public Parking Lot: 117 Macneil Street.

2. Downtown Parking Lot/Structure No. 2: Southeast corner of the intersection of Truman Street and Brand Boulevard.

3. Downtown Parking Lot No. 4: Southwest corner of Truman Street and Brand Boulevard.

4. Downtown Parking Lot No. 5: Southeast corner of the intersection of Truman Street and San Fernando Mission Boulevard.

5. Downtown Parking Lot No. 8 and No. 10: Southwest corner of Celis Street and Brand Boulevard.

ChargePoint

The decision to go with ChargePoint for the EV Charging Station Project was based on the quality of their equipment and references from other local agencies that use ChargePoint vehicle charging stations (such as the cities of Downey, Santa Monica, Lancaster, and Irvine).

There are currently 128 cities and counties in California that use ChargePoint EV charging equipment providing 866 EV parking spaces. All hardware provided by ChargePoint is

manufactured in the United States and ChargePoint is able to offer the network services required to operate the stations.

ChargePoint offers the most comprehensive secure network service and maintenance plan which covers all parts and on-site labor (first year of maintenance provided at no cost).

ChargePoint provides the option of guaranteed secured network service for up to five years. Their secured network service allows station owners to remotely adjust the price for charging vehicles and it also provides a web-based customer portal to track energy usage costs, revenue, and the ability to generate environmental reports and analytics. ChargePoint's maintenance program "Assure" is the most comprehensive parts and on-site labor warranty in the industry providing up to five years of worry free support (full service maintenance options available: 12, 24, 36, 48 or 60 months). The Assure maintenance program is considered the most comprehensive in the industry for the following reasons: it provides 24/7 monitoring of stations so any malfunctions are detected immediately; covers removal of graffiti from stations; covers damage to equipment caused by automobiles. No other EV station company researched by staff provided those three services as part of their maintenance programs.

The acquisition of ChargePoint stations ($5,408 per dual port bollard station / $5,029 per dual port wall mount station) will provide the City sole ownership of the stations. Administrative service costs for the charging stations are offered by ChargePoint at a cost of $2,800 for all five dual unit charging stations for one year which equates to $233 per month. The maintenance cost of $1,269 per station per year will be covered by ChargePoint through the first year following installation; two-year maintenance option will commence subsequently.

Energy and operations costs will be collected by the City by charging the user at an initial rate of $0.25 per kilowatt hour (kWh) or approximately $2 to $5 per average charging session which staff anticipates is sufficient in order to generate sufficient revenue in order to recover said costs. This rate is consistent with rates charged by other government agencies and can be adjusted annually by the City in order to keep pace with fluctuating energy costs imposed by Southern California Edison. ChargePoint will handle all transactions, and either monthly or quarterly (depending on revenue) ChargePoint will remit 90% of the revenue processed at the stations to the City. The proposed rate is set by the City and applies to all users with the exception of City employees, City Councilmembers, Commissioners and Committee members.

Use of NJPA allows for streamlined procurement resulting in expedited construction process, which will allow the new facilities to come online two to three months earlier. The City's Purchasing Policy allows the City to waive formal bid requirements by "piggybacking" (cooperative-purchasing) on contracts competitively bid through cooperative purchasing organizations such as the National Joint Powers Alliance (NJPA). ChargePoint has offered pricing to the City that is consistent with their competitively bid contract offered through the NJPA

cooperative purchasing organization. Therefore, formal bid requirements may be waived for this procurement.

BUDGET IMPACT:

The funds for the Electric Vehicle Charging Stations Project were appropriated as part of the Capital Improvement Budget in the Fiscal Year 2016-2017 Budget. Therefore, it is necessary to carry forward the appropriated funds from FY 2016-2017 to FY 2017-2018 to fund the project. The project sources and uses are identified in the table below.

PROJECT FUNDING		
MSRC Grant (Fund 10)	$100,000	
Parking Maintenance and Ops Fund (local match)	$100,000	
Total Project Funds		**$200,000**
PROJECT EXPENDITURES		
EV Station Hardware and Software	$47,300	
Electrical Upgrades to Sites	$17,000	
Trenching and other required upgrades	$7,000	
Project Contingency (20%)	$14,260	
Total Project Expenditures		**$85,560**

Excess project funds may be used to install additional charging stations throughout the City or returned to fund balance to be used toward future eligible projects.

CONCLUSION:

It is recommended that the City Council approve a Purchase Order with ChargePoint to procure and install five dual-output electrical vehicle charging units at various City facilities under the National Joint Power Alliance (NJPA).

ATTACHMENTS:

A. ChargePoint, Inc. Proposal
B. NJPA Certification of Membership
C. ChargePoint- NJPA Award of Contract

Quotation

ChargePoint, Inc.
Driving a Better Way™
254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
chargepoint.com
Phone: (408) 841-4500

Quote #: Q-17302-5
Date: 9/25/2017
Expires On: 10/20/2017

Sales Rep: Andrew Croll
Phone: 9093005587
Email: andrew.croll@chargepoint.com

Primary Contact: Kenneth Jones

Bill To
San Fernando, City of Inc
117 Macneil Street
San Fernando California 91340
United States

Ship To
San Fernando, City of Inc
117 Macneil Street
San Fernando California 91340
United States

12 months of network. 36 Months of Station Maintenance and Management. Also includes Mounting Kits and Power Share Modules.

Stations

Product Name	Product Description	Qty	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management	4	$5,408	$21,632
CT4023-GW1	Dual Output Gateway Option USA, Wall Mount Unit - 208/240V @30A with Cord Management	1	$5,029	$5,029

Station Accessories

Product Name	Product Description	Qty	Unit Price	Total Price
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	4	$71	$284
CT4000-PMGMT	CT4000 Power Management Kit. Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	5	$38	$190

Cloud Service Prepaid Plans

Product Name	Product Description	Qty	Unit Price	Total Price
CTSW-SAS-COMM-1	1 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and more.	10	$280	$2,800

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Services & Support				
Product Name	**Product Description**	**Qty**	**Unit Price**	**Total Price**
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	5	$349	$1,745
CT4000-ASSURE	Initial 1 year of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate the initial ChargePoint Assure coverage if site prep and station install are not performed by a ChargePoint National O&M Partner.	5	$0	$0
CT4000-ASSURE2	2 additional prepaid years of ChargePoint Assure for the CT4000 at $705 per year, per station. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product.	5	$1,269	$6,345
CT4000-INSTALLVALID	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. CT4000-INSTALLVALID is priced per CT4000 station. Upon successful Site Validation, your standard first year warranty will be upgraded to Assure.	5	$1,200	$6,000

Quote Total: $44,025.00

Estimated Tax: $2,645.67

Shipping & Handling: $600.00

Grand Total: $47,270.67

Note: Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, TX) and shipping fees will be applied to this quote at time of invoicing.

Quote Acceptance

- All pricing is confidential between Customer and ChargePoint.
- All prices are FOB Origin.
- Customer to be invoiced at time of shipment.
- All invoices are Net 30 days. Credit checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Accepted by:

Signature: _____

Name (Print): _____

© 2017 ChargePoint, Inc.

Title: _____

Date: _____

Requested Ship Date: _____

© 2017 ChargePoint, Inc.

NJPA
National Joint Powers Alliance®

Official CERTIFICATE OF MEMBERSHIP

City of San Fernando

Member #33007

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively solicited contracts. The entity will save time by using NJPA contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

SERVING GOVERNMENT AND EDUCATION
NJPA
National Joint Powers Alliance®
COOPERATIVE PURCHASING SOLUTIONS

Dr. Chad Coauette, PhD, Executive Director / CEO

NJPAcoop.org • 888-894-1930

FORM E

CONTRACT ACCEPTANCE AND AWARD

Reviewed by Legal

Signature:

Date: 8-22-17

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 051017-CPI

Proposer's full legal name: ChargePoint, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 25, 2017 and will expire on July 25, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 24, 2017

NJPA Contract # 051017-CPI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name ChargePoint, Inc.

Authorized Signatory's Title VP Finance

VENDOR AUTHORIZED SIGNATURE

Dave Adams
(NAME PRINTED OR TYPED)

Executed on Aug 22, 2017

NJPA Contract # 051017-CPI

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7

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Ying Kwan, City Engineer
Patsy Orozco, Civil Engineering Assistant II

Date: October 16, 2017

Subject: Consideration to Award a Contract for San Fernando Downtown Revitalization Project, Truman Street from Brand Boulevard to San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579, Plan No. P-750

RECOMMENDATION:

It is recommended that the City Council:

a. Approve plans and specifications (Attachment "A") for the San Fernando Downtown Revitalization Project, Truman Street from Brand Boulevard to San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579, Plan No. P-750;

b. Accept the lowest responsive bid in the amount of $233,510 from FS Contractors, Inc., for construction of these improvements;

c. Authorize the City Manager, or designee, to make non-substantive changes and execute a Construction Contract with FS Contractors, Inc., (Attachment "B" - Contract No. 1871) for an amount $233,510 plus $15,000 (Additive Alternate Work Item No. 16) for a contract amount $248,510;

d. Establish an amount of 20% of the contract amount inclusive of change order ($49,702), as a contingency, to cover the cost of unforeseen construction expenses.

BACKGROUND:

As part of the City's Fiscal Year (FY) 2017-2018 Budget, the City Council approved this project, which involves the purchase and installation of new bus shelter, bench and other related amenities, the purchase and installation of pedestrian lighting on existing street lights, the removal of sidewalk for the purpose of creating a planter area adjacent to the sidewalk with new irrigation and landscaping, the removal and replacement of curb and gutter, the removal and replacement of damaged and deteriorate sidewalk, and the removal and replacement of

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

curb ramps. This project is funded through Federal TCSP funds and Prop C – Transit Development Funds. The project Scope of Work does not include trees. The City is coordinating with Tree People to provide trees through the Calles Verdes Project. Tree People will work on a community tree planning event once the construction activities have been completed. Staff will pursue a reciprocal access agreement once the new Director of Public Works has been appointed.

As a Tree City U.S.A., the City is proud of its urban forest. The project will result in the removal of six ficus trees which have proven to be nuisances. These six trees will be replaced by 34 new trees which will add to the City's shade canopy over time.

ANALYSIS:

On September 28, 2017 at 11:00 a.m., the City Clerk received and opened three (3) bids for construction of these improvements (Attachment "C"). Staff analyzed all bids and determined the bid from FS Contractors, Inc. to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	FS Contractors, Inc.	$233,510.00
2	Toro Enterprises, Inc.	$264,815.00
3	Y. Ko. Construction Co., Inc.	$453,000.00

FS Contractors, Inc. has successfully completed Safe Routes to School Cycle 7 Project in the City of San Fernando.

Due to limited resources, this project does not include parking lot repaving or replacement of existing trash enclosures. These improvements are anticipated to be completed in a future project.

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

- October 16, 2017 City Council Award of Contract
- November 2017 TBD City Council Ground Breaking Ceremony
- November 2017 – January 2018 Construction
- February 2018 Installation of Equipment

As indicated in the project bid specifications, the contractor has 60 working days to complete the project. The schedule takes into consideration holidays, project delays due to inclement weather and possible delays in equipment procurement.

BUDGET IMPACT:

The total estimated construction cost for this capital project is $298,212, including contingencies. Funding is included in the City's approved FY 2017-2018 budget through both Federal TCSP and Prop C funds.
The City was awarded $236,154 in Federal funds for this project. Grant administrative costs in the amount of $9,006 have already been expended. To date, there is $227,148 in TCSP grant funds available. The City has committed $71,064 from Prop C for construction local match requirement and contingency costs.

The following table summarizes the status of the project funding and proposed expenditures:

PROJECT FUNDING		
Federal TCSP Grant (Caltrans)	$227,148	
Prop C	$71,064	
Total Project Funds		**$298,212**
PROPOSED EXPENDITURES		
Inspection (in-house)	$0	
Construction (Base Bid)	$233,510	
Additive Alternate Work	$15,000	
Contingency (20%)	$49,702	
Total Proposed Expenditures		**$298,212**

CONCLUSION:

It is requested that the City Council award a Construction Contract to complete street improvements in the community.

Consideration to Award a Contract for San Fernando Downtown Revitalization Project, Truman Street from Brand Boulevard to San Fernando Mission Boulevard , Federal Project No. TCSP-09CA(005), Job No. 7579, Plan No. P-750

ATTACHMENTS:

A. Plans and Specifications
B. Contract No. 1871
C. Bid Opening Summary
D. FS Contractor, Inc. Proposal

CITY OF SAN FERNANDO
CALIFORNIA

CONTRACT DOCUMENTS, SPECIFICATIONS, AND STANDARD DRAWINGS
FOR

San Fernando Downtown Revitalization Project
Federal Project No. TCSP-09CA(005)
Job No. 7579, Plan No. P-750

Prepared by:

8/24/17

Patsy Orozco , Civil Engineering Assistant II — Date

REGISTERED PROFESSIONAL ENGINEER YING KWAN EXP. 3-31-2018 NO. 42418 CIVIL STATE OF CALIFORNIA

Approved by:

8/24/2017

Ying Kwan, P.E., City Engineer — RCE 42418 — Date

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NOTICE TO BIDDERS
FEDERAL REQUIREMENTS

Proposal Phase

If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:

☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

☐ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

To assist the City in updating its Bidders List, all bidders are requested to submit the following form with their bids:

☐ Bidder Information Sheet(s) (p. F-41)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

If applicable, the following form must be submitted with the bid:

☐ Disclosure of Lobbying Activities (p. F-28)

Construction Phase

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

If applicable, you will be required to submit the following form each month during construction:

☐ Monthly DBE Trucking Verification (p. F-35)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

CITY OF SAN FERNANDO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Thursday, September 28, 2017** and said bids will be publicly opened and declared for performing work on the following project:

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
FEDERAL PROJECT NO. TCSP-09CA(005)
JOB NO. 7579, PLAN NO. P-750

The work to be done consists of the removal and disposal of existing bus shelter and the purchase and installation of new bus shelter, bench and other related amenities, the purchase and in stallation of pedestrian lighting on existing street lights, the removal of sidewalk for the purpose of creating a planter area adjacent to the sidewalk with new irrigation and landscaping, the removal and replacement of curb and gutter and the removal and replacement of damaged and deteriorated sidewalk. Related work includes mobilization, devising and implementing a construction safety plan, construction surveying, and performing all appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definition of bid items are described in the Technical Provisions.

A **mandatory pre-bid** meeting is schedule for the project at **10:00 AM on Thursday, September 7, 2017** in City Hall at the Public Works Department.

The contract time for the project is **SIXTY (60)** working days.

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

The DBE contract goal for this project is 12%.

For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb but are not printed in the Specifications.

Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: http://www.dir.ca.gov/DLSR/PWD but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

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

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications under "Use of United States-Flag Vessels".

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

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after date set for opening thereof.

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

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

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

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

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at http://www.dir.ca.gov/DLSR/PWD/index.htm and in the Public Works Department at City Hall.

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

Copies of the specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Patsy Orozco, Civil Engineering Assistant II, via e-mail at PAOrozco2@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **$5.00** is required to cover postage and handling.

Any questions pertaining to this project shall be submitted in writing to Patsy Orozco via email at PAOrozco2@sfcity.org by **5:30pm on September 19, 2017.**

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

City of San Fernando

Date: August 3, 2017 By: Ying Kwan, P.E.
City Engineer

LA Daily News
08/03/2017
08/10/2017

Sun
08/10/2017
08/17/2017

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

5. SIGNATURE OF CONTRACTOR

a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.

b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.

c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.

d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

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

6. BONDS

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

b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as

security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

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

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

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

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

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

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

Contractor's Proposal
Bidder's Bond
Contractor Information
List of References
List of Subcontractors
Certificate of Secretary of Adoption of Resolution
List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
Non-Collusion Affidavit

PROPOSAL

CONTRACTOR'S PROPOSAL

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

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

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

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
Truman Street from Brand Boulevard to San Fernando Mission Boulevard
FEDERAL PROJECT NO. TCSP-09CA9005)
JOB NO. 7579, PLAN NO. P-750

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **SIXTY (60)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, the Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

_____ _____
Dated Bidder

_____
Signature

_____
Name (Print/Type)

_____
Title

BID SCHEDULE

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
TRUMAN STREET
BRAND BOULEVARD TO SAN FERNANDO MISSION BOULEVARD
FEDERAL PROJECT NO. TCSP-CA09(005)
JOB NO. 7579, PLAN NO. P-750

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Implement construction safety, traffic control, daily cleanup, and BMPs.	LS	1	$	$
2.	Remove and replace 6" PCC driveway approach.	SF	1,000	$	$
3.	Remove and replace PCC curb ramp with yellow truncated dome.	EA	8	$	$
4.	Remove PCC driveway (for parkway construction).	SF	200	$	$
5.	Remove PCC sidewalk (for parkway construction).	SF	2,100	$	$
6.	Remove and replace 4" PCC sidewalk.	SF	600	$	$
7.	Remove and replace PCC curb and gutter.	LF	230	$	$
8.	Furnish and install irrigation system – complete.	SF	2,200	$	$
9.	Furnish and install succulent plants (1 gallon), complete.	EA	1,092	$	$
10.	Soil Preparation, Pre-emergent, and 3" layer of shredded redwood mulch, complete.	SF	2,200	$	$
11.	Furnish 90-calendar day maintenance period after acceptance of final completion of work.	LS	1	$	$
12.	Furnish and install Sentry Electric SBP Battery Park Luminaire (**SBP-NB-150MH-240V-MT-BK**) & Sentry wall bracket (**SAL-WB-PA-BK**) with pole adapter or equivalent, complete.	EA	17	$	$
13.	Provide and install pull box, complete.	EA	17	$	$
14.	Remove and dispose of existing bus shelter and bench, complete.	LS	1	$	$
15.	Furnish and install LNI bus shelter (**P-SS-M.IV-R-NB-CW-16'8"**) with LNI bench 8'0" (**CE-8D-V**) or equivalent, complete.	LS	1	$	$
				GRAND TOTAL(Items #1-15)	$

If a contract is awarded for the work identified in this solicitation, it will be awarded to the responsible bidder submitting the lowest responsive bid for this project and identified as the Grand Total which consists only of the total amount resulting from bid items #1-15.

ADDITIVE ALTERNATE WORK				
ITEM NO.	**DESCRIPTION**	**QTY/UNIT**	**UNIT PRICES**	**EXTENDED AMOUNT**
16.	Tree Removal & Stump Grind, Complete	6 EACH	$	$

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

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

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

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

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

List of Addendum Received:_____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____day of _____ , 2017.

Principal	Surety
By_____	By_____
Its_____	Its_____
By_____	By_____
Its_____	Its_____

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

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

_____

_____

_____

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____Fax _____E-mail _____

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

Corporation organized under the laws of the State of _____

Contractor's License Number _____State ___Classification _____Expiration Date _____

DIR Registration Number _____Expiration Date _____

Names and titles of all officers of the firm

_____

_____

_____

_____

LIST OF REFERENCES

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

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

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

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

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

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

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

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

CERTIFICATE OF SECRETARY
OF ADOPTION OF RESOLUTION

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____ , 2017 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2017.

_____
Secretary

Affix Seal

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

1. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

2. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

NON-COLLUSION AFFIDAVIT

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
TRUMAN STREET
BRAND BOULEVARD TO SAN FERNANDO MISSION BOULEVARD
FEDERAL PROJECT NO. TCSP-09CA(005)
JOB NO. 7579 PLAN NO. P-750

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____,being first duly sworn, deposes and

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

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

_____ _____
Date Bidder

_____
Authorized Signature

_____
Name (Print/Type)

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____
Title

On _____, 2017 before me, _____

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

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

(Notary Seal)

_____
Signature of Notary Public

CONTRACT/ AGREEMENT

THE CITY OF SAN FERNANDO

SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

[CONTRACTOR'S NAME]
SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
TRUMAN STREET
BRAND BOULEVARD AND SAN FERNANDO MISSION BOULEVARD
FEDERAL PROJECT NO. TCSP-09CA(005)
JOB NO. 7579, PLAN NO. P-750

THIS AGREEMENT, made and entered into this _____day of _____, 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

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

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **San Fernando Downtown Revitalization Project, Truman Street Between Brand Boulevard and San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579 Plan No. P-750**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **San Fernando Downtown Revitalization Project, Truman Street Between Brand Boulevard and San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579 Plan No. P-750** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2017.

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

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

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

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within ten (10) working days.

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

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

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

_____

CONTRACTOR

BY _____

_____

Title

BY _____

_____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____

ALEX MEYERHOFF
CITY MANAGER

ATTEST:

_____

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

_____

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

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of

minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified

as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor, 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 paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this

transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First

Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

PERFORMANCE BOND

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

WARRANTY PERFORMANCE AND PAYMENT BOND

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

WHEREAS, _____as Contractor, has by written agreement dated _____, 2017, entered into a contract with Owner for _____ in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ____day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

FEDERAL REQUIREMENTS

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract* DBE *Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis

cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of **San Fernando**.

This work shall be diligently prosecuted to completion before the expiration of **60** WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

(Insert amount of Liquidated Damages)

The Contractor shall pay to the City/County of **San Fernando** the sum of $ **900** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

(EITHER)

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. **FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor, 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 paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character,

quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is **0.**

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of San Fernando:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of San Fernando's approval for this submitted information before you start work. The City of San Fernando credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of San Fernando and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of San Fernando reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions

including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ☐ / proposed subcontractor ☐ hereby certifies that he has ____ / has not ____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has 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 filling requirements.

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.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

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, 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.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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 this 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known* **Congressional District**, *if known:*	**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 Lobbying Registrant *(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	**13. Type of Payment (check all that apply)** ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e deferred ☐ f. other, specify
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature Value	
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: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL

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, sub-grants, 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 (*e.g.*, 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 influence 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 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.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: 15%

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION $ _____ %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. **TCSP -09CA(005)** Bid Opening Date _____

The **City of San Fernando** established a Disadvantaged Business Enterprise (DBE) goal of **15%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

MONTHLY DBE TRUCKING VERIFICATION

CP-CEM 2404(F) (NEW 12/1999)

CONTRACT NO.			MONTH				YEAR
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Hwy Patrol CA No.	Commission or Amount Paid	Date Paid	Lease Arrangement (✓ if applicable)
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
				TOTAL AMOUNT PAID	$		

PRIME CONTRACTOR	BUSINESS ADDRESS	BUSINESS PHONE NUMBER

**Upon request, all Lease Agreements shall be made available, in accordance with the Special Provisions.*

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

CONTRACTOR REPRESENTATIVE'S SIGNATURE	TITLE	DATE

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL – RESIDENT ENGINEER

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MONTHLY DBE TRUCKING VERIFICATION
CP-CEM 2404(F) (NEW 12/1999)

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period, and the Year of the reporting period.

Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified), and the Name and Address of the trucking company. Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company/companies for work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the following:

1. 100% for the trucking services provided by the DBE using trucks it owns, operates, and insures.
2. 100% for the trucking services provided by trucks leased from other DBE firms.
3. The fee or commission paid on non-DBEs for the lease of trucks. The prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires the date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable.

At the bottom of Form CEM 2404(F) is a space to put the name of the Prime Contractor, its Business Address, and its Business Phone No.

At the bottom of the form is a space for the Contractor or designee ("Contractor Representative") Signature, Title, and Date, certifying that the information provided on the form is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT $			16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address		7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.

CITY OF SAN FERNANDO
BIDDER INFORMATION SHEET

Project/Contract No:_____ Bid Opening Date:_____
Project Title:_____
DBE Goal for Contract (if any): **15%**

The following information is requested for all contractors who provide a bid, proposal, or quote, or who are contacted by the proposed prime contractor. This information should be submitted with your bid, proposal, or quote. If you are the apparent low bidder (or the second or third low bidder), the information should be submitted within the four business days of the bid opening date. *Information provided will be held in confidence.*

Firm Name: _____

Address: _____

Telephone:_____ Facsimile:_____

Contractor's License No.:_____ DIR Reg. No.:_____

Is the firm currently certified as a DBE? ☐Yes ☐No DBE Certification No.:_____

Certification Status: ☐ Black American ☐ Asian-Pacific Islander
☐ Native American ☐ Woman
☐ Hispanic American ☐ Sub-continent Asian American

Contract items or description of work: _____
_____
_____

Dollar Amount of items bid on (this contract):_____

Gross Annual Receipts (last year):* Number of Years in Business:_____

☐ Less than $1 million
☐ $1 million - $5 million
☐ $5 million - $10 million
☐ $10 million - $15 million
☐ Over $15 million

(Please duplicate this form and provide information on all bidders.)

THE CITY OF SAN FERNANDO THANKSYOU FOR YOUR ASSISTANCE.

**This information is requested pursuant to Federal Law.*

GENERAL WAGE DECISION

General Decision Number: CA170033 08/04/2017 CA33

Superseded General Decision Number: CA20160033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	03/10/2017
4	03/31/2017
5	05/12/2017
6	05/26/2017
7	06/02/2017
8	07/07/2017
9	07/14/2017
10	07/28/2017
11	08/04/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain		

walls).....$ 26.15 17.31

ASBE0005-004 07/04/2016

	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)....	$ 18.38	10.82

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	$ 41.17	28.27

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* BRCA0004-007 05/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	$ 39.91	15.45

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

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BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	$ 29.20	12.93
TILE FINISHER.....	$ 24.53	11.08
TILE LAYER.....	$ 35.89	16.24

BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	$ 28.53	12.27
TERRAZZO WORKER/SETTER.....	$ 35.57	13.14

CARP0409-001 07/01/2016

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical		

installer	$ 39.83	15.50
(2) Millwright	$ 40.90	15.50
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 40.53	15.50
(4) Pneumatic Nailer, Power Stapler	$ 40.09	15.50
(5) Sawfiler	$ 39.83	15.50
(6) Scaffold Builder	$ 31.60	15.50
(7) Table Power Saw Operator	$ 40.93	15.50

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

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet	$ 663.68	9.82
(2) Standby	$ 331.84	9.82
(3) Tender	$ 323.84	9.82
(4) Assistant Tender	$ 299.84	9.82

Amounts in "Rates' column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 40.40	15.03
STOCKER/SCRAPPER	$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	$ 17.00	7.41

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* ELEC0011-004 07/31/2017

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 42.85	3%+27.37
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals,		

CCTV, and Underground Systems)

Journeyman Transportation		
Electrician	$ 42.90	3%+27.32
Technician	$ 31.09	3%+27.32

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

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

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* ELEC0011-005 07/31/2017

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

	Rates	Fringes
Communications System		
Installer	$ 30.73	14.00
Technician	$ 32.18	3%+27.32

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock

systems.

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

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

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

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

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

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

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* ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 44.32	3%+17.65
(3) Groundman	$ 33.89	3%+17.65
(4) Powderman	$ 49.55	3%+17.65

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

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ELEV0018-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC	$ 52.21	31.585

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

ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 39.95	23.35
GROUP 2	$ 40.73	23.35
GROUP 3	$ 41.02	23.35
GROUP 4	$ 42.51	23.35
GROUP 5	$ 41.86	23.35
GROUP 6	$ 41.83	23.35
GROUP 8	$ 42.84	23.35
GROUP 9	$ 42.19	23.35
GROUP 10	$ 42.96	23.35
GROUP 11	$ 42.31	23.35
GROUP 12	$ 43.13	23.35
GROUP 13	$ 43.23	23.35
GROUP 14	$ 43.26	23.35
GROUP 15	$ 43.34	23.35
GROUP 16	$ 43.46	23.35
GROUP 17	$ 43.63	23.35
GROUP 18	$ 43.73	23.35
GROUP 19	$ 43.84	23.35
GROUP 20	$ 43.96	23.35
GROUP 21	$ 44.13	23.35
GROUP 22	$ 44.23	23.35
GROUP 23	$ 44.34	23.35
GROUP 24	$ 44.46	23.35
GROUP 25	$ 44.63	23.35
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 43.20	22.15
GROUP 2	$ 43.98	22.15
GROUP 3	$ 44.27	22.15
GROUP 4	$ 44.41	22.15
GROUP 5	$ 44.63	22.15
GROUP 6	$ 44.74	22.15
GROUP 7	$ 44.86	22.15
GROUP 8	$ 45.03	22.15
GROUP 9	$ 45.20	22.15
GROUP 10	$ 46.20	22.15

GROUP 11	$ 47.20	22.15
GROUP 12	$ 48.20	22.15
GROUP 13	$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 41.80	23.35
GROUP 2	$ 42.58	23.35
GROUP 3	$ 42.87	23.35
GROUP 4	$ 43.01	23.35
GROUP 5	$ 43.23	23.35
GROUP 6	$ 43.34	23.35
GROUP 7	$ 43.46	23.35

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease

truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type);

Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

self-loading - two (2) or more units)

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

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

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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

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

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

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

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

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and 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 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 49.50	23.60
(2) Dredge dozer	$ 43.53	23.60
(3) Deckmate	$ 43.42	23.60
(4) Winch operator (stern winch on dredge)	$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 42.33	23.60
(6) Barge Mate	$ 42.94	23.60

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 28.33	20.64
Ornamental, Reinforcing and Structural	$ 34.75	29.20

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2017

	Rates	Fringes
Brick Tender	$ 31.36	17.82

LABO0300-003 07/03/2017

	Rates	Fringes

LABORER (TUNNEL)		
GROUP 1	$ 39.04	18.24
GROUP 2	$ 39.36	18.24
GROUP 3	$ 39.82	18.24
GROUP 4	$ 40.51	18.24
LABORER		
GROUP 1	$ 32.34	19.07
GROUP 2	$ 32.89	19.07
GROUP 3	$ 33.44	19.07
GROUP 4	$ 34.99	19.07
GROUP 5	$ 35.34	19.07

LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials

("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of

troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer	$ 31.88	16.82

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

LABO0345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 41.08	17.39
GROUP 2	$ 40.13	17.39
GROUP 3	$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2017

	Rates	Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	$ 34.65	13.20
(2) Vehicle Operator/Hauler.	$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	$ 36.67	13.20
(4) Electronic Tracking Locator.....	$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	$ 35.86	16.21
GROUP 2.....	$ 37.16	16.21
GROUP 3.....	$ 39.17	16.21
GROUP 4.....	$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

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* LABO1414-001 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	$ 32.50	18.29
PLASTER TENDER.....	$ 35.05	18.29

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

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* PAIN0036-001 07/01/2017

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 27.59	13.94
(2) All Other Work	$ 31.12	13.94

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

PAIN0036-006 10/01/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395	$ 32.05	16.82
Remainder of Los Angeles County	$ 37.18	17.99

PAIN0036-015 06/01/2016

	Rates	Fringes
GLAZIER	$ 41.70	21.13

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 05/01/2017

	Rates	Fringes
SOFT FLOOR LAYER	$ 32.35	14.56

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* PLAS0200-009 08/02/2017

	Rates	Fringes
PLASTERER	$ 41.26	14.46

PLAS0500-002 07/01/2016

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 33.30 23.33

PLUM0016-001 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 49.28	21.61
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 36.91	18.96

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.16	25.19
Sewer & Storm Drain Work	$ 44.16	25.19

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* ROOF0036-002 08/01/2017

	Rates	Fringes
ROOFER	$ 37.07	16.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2017

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

	Rates	Fringes

SPRINKLER FITTER.....$ 39.07 15.84

SFCA0709-005 07/01/2015

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

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 42.93	24.04

SHEE0105-002 07/01/2016

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

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 24.76	9.51
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....	$ 41.86	26.88

SHEE0105-003 07/01/2016

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.....	$ 41.86	26.88
(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...	$ 41.86	26.88

SHEE0105-004 07/01/2017

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 32.38	26.99

TEAM0011-002 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 29.59	27.74
GROUP 2	$ 29.74	27.74
GROUP 3	$ 29.87	27.74
GROUP 4	$ 30.06	27.74
GROUP 5	$ 30.09	27.74
GROUP 6	$ 30.12	27.74
GROUP 7	$ 30.37	27.74
GROUP 8	$ 30.62	27.74
GROUP 9	$ 30.82	27.74
GROUP 10	$ 31.12	27.74
GROUP 11	$ 31.62	27.74
GROUP 12	$ 32.05	27.74

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL PROVISIONS

GENERAL PROVISIONS

PART I

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

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

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

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

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

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

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract
Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties' signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

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

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

Subsection 2-5 Plans and Specifications

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

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

Subsection 2-9 Surveying

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

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

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

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

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

The Contractor shall be responsible for providing all survey service including, but not limited to, survey control, construction, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until such time as the survey service is provided. Any delay as a result of the work stoppage shal be at the Contractor's ole expense including any liquidated damages arising therefrom.

The line and grades for construction will be parallel to and offset from the position of the work.

From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

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

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

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

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

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

SECTION 3 - CHANGES IN WORK

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

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

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

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

Labor	20%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

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

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

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

Subsection 3-4 Changed Conditions
Add the following to the provisions of Subsection 3-4, "Changed Conditions":

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

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

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

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

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

If the Defined Claim is less than $50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

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

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

Procedures for Civil Actions Filed to Resolve Defined Claims
The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

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

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

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

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

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

the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

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

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

SECTION 5 - UTILITIES

<Reserved>

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

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

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

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

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

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

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

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

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

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

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

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, $50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

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

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

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

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

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

Subsection 7-5 Permits
Add the following to the provisions of Subsection 7-5, "Permits":
The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

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

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

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

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

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

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

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

The contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no additional cost to the City. Corner records shall be filed with the Los Angeles County Surveyor's Office and copies of the recorded corner records shall be provided to the City prior to the release of retention payment.

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

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

Subsection 7-10.1.1 General

Add the following to the provisions of Subsection 7-10.1.1, "General":

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

Subsection 7-10.2.2 Traffic Control Plan (TCP)
Add the following to the provisions of Subsection 7-10.2.2, "Traffic Control Plan (TCP)":

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

Overnight parking of construction equipment in the project site shall comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

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

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

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

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused

as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars ($300.00).

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

TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

A. GENERAL NATURE OF WORK

The work under this contract consists of furnishing all labor, material, equipment, services, and incidentals required for the removals of concrete (PCC) work and the bus shelters and for the installation of new bus shelters and their amenities, new concrete (PCC) work, new landscape, and lighting improvements to Truman Street between Brand Boulevard and San Fernando Mission Boulevard. Concrete improvements include removals of existing sidewalk, driveways, curb and gutter and construction of new sidewalk and curb and gutter. The bus shelter works consists of the removal and disposal of existing bus shelter and the purchase and installation of new bus shelters and their amenities. The lighting work consists on providing and installation new pedestrian bracket fixtures to exiting light fixtures and providing a pull box for each one. Landscaping improvements consist of removing existing trees and providing and planting new 24-inch box deciduous trees and palms trees as well as new flowers/shrubs and providing an irrigation system as noted on the plans. Related work includes mobilization, devising and implementing a construction safety plan, construction surveying, adjusting manholes and utility covers, repainting traffic stripes and pavement markings, placing pavement markers, and performing all appurtenant work

B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

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

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

C. PLANS AND TECHNICAL SPECIFICATIONS

The plans to be utilized in conjunction with these specifications are the approved City of San Fernando Plan No. P-750.

All construction shall be done in accordance with the requirements of the Standard Specifications and Standard Plans for Public Works Construction (Green Book-GB), both of which are modified or supplemented by these Technical Provisions and the Appendix. The Standard Specifications and Standard Plans of the California Department of Transportation (Caltrans-CT) are incorporated herein as reference specifications. These reference specifications shall be primarily used to govern traffic striping, markings, and markers.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in both the Standard Specifications for Public Works Construction and the Standard Specifications of the California Department of Transportation, as noted.

Section 3-2.2.1 Contract Unit Prices

The provisions of Section 3-2.2.1 "Contract Unit Prices" shall apply except as modified and supplemented below:
Adjustment of payments shall cover quantity increases or decreases in Major and Minor Bid Items, as further described in Section 3-2.2.1 "Contract Unit Prices."

Section 300-1.3 Removal and Disposal of Materials
The provisions of Section 300-1.3 "Removal and Disposal of Materials" shall apply except as modified and supplemented below:

Excavated material shall be disposed of in a manner that adheres to all applicable federal, state, and local laws and shall be the sole responsibility of the Contractor. Material to be removed from the site shall become the property of the Contractor and shall be disposed of outside the work site and at the expense of the Contractor.

Section 300-1.3.2(a) Bituminous Pavement
The provisions of Section 300-1.3.2(a) "Bituminous Pavement" shall apply except as modified and supplemented below:

The pavement shall be saw-cut a minimum depth of two inches along the excavated edge where the proposed improvements join existing asphalt concrete pavement. This edge shall be preserved during intermediate operations so as to present a straight, firm, and unyielding edge against which pavement may be subsequently joined and compacted. Should the Contractor fail to maintain said edge, the Contractor shall make corrections thereto by additional sawcutting, removing, and paving as directed by the Engineer at Contractor's expense.

Section 302-5.2.2 Equipment
The provisions of Section 302-5.2.2 "Equipment" shall apply except as modified and supplemented below:

Removed material shall be disposed of daily with adequate sweeping, loading, and hauling equipment. The cold planing machine shall be specifically designed for automatically controlled profiling. The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The contractor shall determine the number of passes required to achieve the specified width and depth per details on the plans. The surface deviation shall not exceed 3/16-inch in 10 feet for a final wearing surface, or 1/4-inch in 10 feet in preparation for overlay.

D. TIME OF COMPLETION

The Contract Time of Completion is specified in the Contractor's Proposal.

E. NOTICE TO AREA PROPERTY OWNERS / BUSINESS OWNERS / RESIDENTS

In residential and business areas, the **Contractor shall notify** all adjacent residents and businesses **at least four work days (Monday-Friday) prior** to restricting driveway access or starting any work, using "door knob type" notices approved by the Engineer. These notices shall describe the impending work. Notices shall identify dates and stages of work.

Special consideration shall be given to shopping centers, business, and other high-density uses. Provisions shall be made for the urgent needs for medical, fire, and police services.

F. COORDINATION OF WORK

The Contractor shall coordinate the work with all respective utility companies for any related relocations and/or construction work. The Contractor shall also coordinate the work with the City of San Fernando and with the utilities shown on the plans.

G. WORK BEYOND PUBLIC RIGHT-OF-WAY

All improvements proposed to be constructed for this project, per the Plans, which are physically located beyond the public street rights-of-way with the exception of any restoration of landscape planting and irrigation system improvements disturbed during construction and the matching of existing on-site improvements. Should the Contractor require or desire temporary work areas and facilities within the public street rights-of-way, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, disposing, and restoring of temporary work areas and facilities. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions.

H. SWPP BEST MANAGEMENT PRACTICES (BMP)

General

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

Best Management Practices

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

Detailed Best Management Practices

1. Dewatering Operations 4-3
2. Paving Operations 4-5
3. Material Delivery and Storage 4-9
4. Hazardous Waste Management 4-17
5. Contaminated Soil Management 4-19
6. Concrete Waste Management 4-21
7. Seeding and Planting 5-10
8. Mulching 5-16

9. Geotextiles and Mats.....5-19
10. Dust Controls.....5-25
11. Construction Road Stabilization.....5-35
12. Stabilized Construction Entrance.....5-37
13. Sand Bag Barrier.....5-71
14. Storm Drain Inlet Protection.....5-79
15. Sediment Trap.....5-87
16. Sediment Basin.....5-90

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

I. SCOPE OF WORK & DEFINITION OF BID ITEMS

The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the corresponding items on the following pages and in the Appendix. The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved, complete and in place, in accordance with the details shown on the Plans, as specified herein and in the Appendix, and as directed by the Engineer.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the Plans and as specified herein, shall be furnished and installed as though such work were shown on the Plans or specified herein, and no additional compensation will be allowed therefore.

The scope of work shall include each item of work in the Proposal as described in the following corresponding items located in the following pages.

DEFINITION OF BID ITEMS

SECTION 702

TRAFFIC CONTROL, CONSTRUCTION SIGNING AND TRAFFIC MAINTENANCE BID ITEM NO. 1

The work under this bid item consists on the following:

702-1 GENERAL

Traffic control, construction signing, and traffic maintenance shall consist of all traffic control involved in the Contractor's operations as required by these Specifications. Traffic control shall be in accordance with the most recent revision of the Caltrans "Manual of Traffic Controls for Construction and Maintenance Work Zones", the Watch Manual, "Standard Plans", the SSS Subsections 7-1.08, "Public Convenience", 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices". Nothing in these Specifications shall be construed as relieving the Contractor from his/her responsibility as provided in the SSS Subsection 7-1.09. All measurement and payment clauses of the SSS are hereby deleted and modified herein.

702-1.1 CONSTRUCTION SCHEDULE AND TRAFFIC CONTROL PLAN

One week prior to the Pre-Construction Conference, the Contractor shall submit to the Engineer for review:

a) **Project Construction Schedule** in accordance with the SSPWC Subsection 6-1, "Construction Schedule and Commencement of Work".
b) **Detailed Traffic Control Plan** addressing the requirements of Section 702, "Traffic Control, Construction Signing and Traffic Maintenance" and Watch Manual.

Any revision to the originally approved construction schedule must be approved by the engineer in writing at least three (3) working days prior to the construction.

702-2 CONSTRUCTION – TRAFFIC CONTROL DEVICES

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, barricades, and arrow boards in accordance with the most recent revision of the Watch Manual of Traffic Controls and Standard Plans. The traffic control system shall be installed prior to starting work at each location and shall not be removed until all work has been completed. The Contractor shall post and maintain all necessary construction signs and flaggers.

The Contractor, where directed, and as approved by the Engineer, shall furnish and place temporary "No Parking" signs, 12 inches x 18 inches minimum size, along the affected streets, at a spacing not exceeding fifty (50) feet. The signs shall be placed two (2) working days in advance of any work. The signs shall include the day and the time during which parking will not be permitted. These signs shall be posted on laths only. Trees, mailboxes, utility posts, etc.,

shall not be used. The Contractor shall remove these signs immediately when they are no longer needed.

The Contractor shall furnish, erect, maintain, and remove when no longer necessary traffic control devices, including fences and barriers, when and where it may be necessary to do so, in order to give adequate warning to the public of conditions resulting from the Contractor's operations and to guide traffic through or around the construction area. If the Contractor's operations interfere with existing traffic, and regulatory measures and traffic control devices are not adequate to safely control traffic, or if the nature of the work requires additional control, the Contractor shall provide experienced flaggers to perform the function of traffic control. While on duty, flaggers shall be properly attired and equipped. If in the opinion of the City Engineer, the Contractor fails to adequately control the flow of traffic, the City Police will be engaged to safely direct the vehicular traffic. Such added cost will be at the expense of the contractor. In addition, if an intersection is blocked causing unnecessary congestion, the Contractor may be liable for a fine of $1,000 for each incident.

The Contractor shall place and maintain barricades at each end of and along an excavation, obstruction, or other restrictive condition, and at distances of not more than fifty (50) feet apart along the length thereof. In addition, flashers or other approved warning devices shall be placed at the same intervals/locations as the barricades and shall be illuminated from sunset each day until sunrise of the following day.

702-3 SPECIAL TRAFFIC ADVISORY SIGNS

Business Entrance Advisory Signs

Driveway "Business Entrance" signs shall be posted in the quantities appropriate, with each arrow properly oriented, and maintained until no longer needed for each business driveway affected by a driveway closure or modification of customers' approach travel route.

702-4 TRAFFIC MAINTENANCE

The Contractor shall develop a Traffic Control Plan (TCP), and submit it to the Engineer for approval. The TCP shall show the locations of all traffic control devices, address the movement of traffic, especially in intersections, and include the flashing of traffic signals in red by City inspection staff during paving in intersection areas.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas, and shall make his / her own arrangements relative to keeping the working area clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties.

The Contractor shall provide for controlled pedestrian crossings through the work area. Crossings shall provide pedestrians the means of passing over or through the work without endangering pedestrian safety.

Throughout the life of the project, safe, unobstructed, and adequate pedestrian and vehicular access shall be continuously provided and maintained to fire hydrants, bus stops, and all affected property, and all affected intersecting streets and driveways, unless otherwise approved in advance on a specific location basis by the Engineer. Care must be taken to comply with access requirements for those access points that serve as the sole access to one or more properties.

Where non-motorized (pedestrian or bicycle) facilities exist, they shall be maintained in passable condition or other facilities for pedestrians shall be provided. Passage between walkways at intersections shall likewise be provided. In areas of high volume non-motorized traffic, such as shopping centers, the Contractor shall provide for controlled pedestrian crossings through the work or schedule work to avoid peak non-motorized volumes. Crossings shall provide for the existing non-motorized volumes. The crossings shall provide pedestrians a means of passing over or through the work without damaging construction materials.

The Contractor's equipment, and personal vehicles of the Contractor's employees, shall not be parked on the traveled way, nor on any section where traffic is restricted at any time.

When material excavated for substructure construction is placed adjacent to the trench or excavation, it shall be placed in such a manner as to economize space and minimize interference with traffic. If necessary, such material shall be confined by suitable bulkheads or other devices. If the street is not of sufficient width to hold excavated material without using part of an adjacent walkway, a passageway at least one-half the width of such walkway shall be kept open at all times.

The Contractor shall cooperate with the Engineer in locating all traffic control devices required. If the Contractor fails to promptly provide traffic control devices as required under this Section, the City may, at its option, so provide them at the Contractor's expense. The Contractor shall pay to the City, or the City may deduct, the cost of such work from any moneys due the Contractor from the City.

702-5 PUBLIC RELATIONS, CONSTRUCTION PHASING, AND ACCESS

This project is situated primarily in a business area of critical economic importance to the City, and it is imperative that access to each business during its operating hours or adjacent parking lots are maintained per these specifications. The Contractor shall conduct his/her operations so as to minimize inconvenience to the public vehicular traffic. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

Project construction shall be conducted in such a manner as to facilitate safe and efficient traffic flow, and to maintain public relations and minimize the inconvenience to the public. In an effort to meet this objective, the construction operations along this stretch of Truman Street shall be scheduled and accomplished providing a minimum of one 12-foot lane in each direction.

702-6 RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

Each lane shall have a minimum width of ten feet and clearance of two feet to curbs, barricades, or other vertical obstruction, and five feet to open excavations. Such traffic shall be routed onto new or existing paved surfaces.

The number of lanes and widths are indicated above shall be open for use by public traffic on Saturday, Sunday, and any day designed by the City as a legal holiday; after 3:00 PM on Friday, after 3:00 PM on the day preceding a designated legal holiday; and when construction operations are not actively in progress on working days.

No work requiring temporary lane closures will be permitted in or within one hundred (100) feet of signalized intersections before 9:00 AM or after 3:00 PM on normal work days.

702-7 MEASUREMENT AND PAYMENT

Measurement and payment for Traffic Control, Construction Signing and Traffic Control Maintenance, including special traffic advisory signs, complete in place, will be made at the price bid per **LUMP SUM** price and shall be considered full compensation for doing all work as specified above, and no additional or separate compensation will be allowed therefore.

The above price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary for traffic control, construction signing, and traffic control maintenance, complete in place, including preparation of traffic control plans, notices, signs, barricades, delineators, sign relocations and maintenance, flaggers, and auxiliary police services, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

SECTION 704

CONCRETE REMOVALS
BID ITEM NOS. 2 AND 3 AND 4 AND 5 AND 6 AND 7

704-1 GENERAL

Work to be performed under this Section shall consist of saw-cutting, excavation, removal and disposal of existing Portland Cement Concrete (PCC), asphalt concrete pavement, underlying base and subgrade material.

All such work shall conform the project Plans, provisions of the SSPWC Subsection 300-1, "Clearing and Grubbing", except as modified or amended herein.

The Contractor shall note that SSPWC Subsection 300-1.1, "General", does not apply to this Bid Item.

704-2 CONSTRUCTION METHODS

The Contractor shall conform to the SSPWC Subsection 300-1.3, "Removal and Disposal of Materials", except as modified and amended herein.

The perimeter of all asphalt concrete and PCC pavement removal areas shall be a straight line saw-cut prior to removal of pavement. Within the asphalt concrete pavement removal areas, the Contractor shall remove all pavement and base material and excavate the subgrade to a minimum depth of 12-inches or until clean soil, free of rocks and miscellaneous debris is reached. The remaining soil shall be suitable for planting and conform to SSPWC Subsections 212-1.1.4, "Class 'C' Topsoil", and 308-2.3.1, "General".

All asphalt concrete and PCC pavement removal operations shall be performed without damage to any portion that is to remain in place. Any damage to the existing pavement to remain in place shall be repaired to a condition equal to that of the existing pavement prior to beginning the removal operations. The cost of repairing the existing pavement damaged by the Contractor's operations shall be at the Contractor's expense.

All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense.

704-3 REMOVAL QUANTITIES

The asphalt concrete and PCC pavement removal quantities shown in the Bid Proposal and Plans will be considered as the final pay quantity and will not be adjusted, in that before and after cross sections on the ground will not be surveyed.

704-4 MEASUREMENT AND PAYMENT

The Contractor shall note that SSPWC Subsection 300-1.4, "Payment", is hereby deleted and modified herein.

Measurement and payment for Demolition, Clearing and Grubbing, including straight line sawcutting, removal and disposal of all resulting materials, will be made at **per quantity units noted in the Proposal** for doing all work as specified above and no additional or separate compensation will be allowed therefore.

The above contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for Demolition, Clearing and Grubbing, complete in place, including all sawcutting, removal and disposal of all resulting materials at an approved landfill of disposal site, controlling dust, cleaning, loading, hauling, and protecting existing pavement and utilities, as shown on the project Plans, as specified in the SSPWC and these Technical Provisions, and directed by the Engineer.

SECTION 708

PORTLAND CEMENT CONCRETE DRIVEWAY APPROACH, CURB RAMP, SIDEWALK, AND CURB & GUTTER
BID ITEM NOS. 2 AND 3 AND 6 AND 7

708-1 GENERAL

Work to be performed under this Section shall consist of subgrade preparation, adjustment of any utility boxes or manholes within new concrete area, and construction of Portland Cement Concrete (PCC) driveway approach, curb ramp, sidewalk, and curb & gutter.

All such work shall conform to the standard drawings in and details of Appendix III **"Concrete Work Standard Drawings" of these Specifications**, the project Plans, and the SSPWC Subsections 301-1, "Subgrade Preparation", and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways", except as modified or amended herein.

All Portland cement concrete driveway approach, curb ramp, sidewalk, and curb & gutter shall be constructed in kind or better by the Contractor in accordance with the applicable provisions of the SSPWC, and subject to the approval by the Engineer.

Class 520-C-2500 Portland cement concrete shall be used for all the concrete work specified herein.

Furnishing, placing and compacting **6 inches of CMB** beneath the PCC for all driveway approached, curb & gutter, and curb ramps shall be considered incidental work and is a required element under this item as indicated in these specifications and in accordance with Section 200-2, "Untreated Base Materials,' Section 301-1, "Subgrade Preparation,' and Section 301-2, "Untreated Base" of the Standard Specifications.

Notification to affected businesses is required and shall be the full responsibility of the Contractor pursuant to Subsection 701-3 of these Special Provisions. Affected places of business shall be notified in writing 48 hours (two full work days) prior to restricting street parking or access to work area. This minimum time limit is in addition to weekends and holidays. Full compensation for this notification shall be considered as included in the prices bid for other applicable items of work.

708-2 RESTORATION OF ADJACENT AREAS

All areas adjacent to the work site disrupted during the construction of concrete driveway approach, curb ramp, sidewalk, and curb and gutter shall be restored to its original condition, including, but not limited to, utilities, planters, walls, fences, and other such decorative items which may be encountered and disturbed during the course of the contract. Any restoration shall be at the Contractor's expense.

708-3 MEASUREMENT AND PAYMENT

The Contractor shall note that SSPWC Subsection 303-5.9, "Measurement and Payment", is hereby deleted and modified herein.

Measurement and payment for all construction of Portland cement concrete driveway approach, curb ramp, sidewalk, and curb and gutter. including all work necessary to match the existing improvements, complete in place, will be made at the **contract unit price bid per square foot, each, or square foot as shown in the Proposal.**

The above contract prices and payment shall be considered as full compensation for furnishing all labor, utility box/manhole adjustments, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for the construction of the Portland cement concrete driveway approach, curb ramp, sidewalk, and curb and gutter, complete in place, including fill, backfill, subgrade preparation, aggregate base material, compaction, asphalt concrete replacement, protection and restoration of existing public and private utilities, control of surface and subsurface waters, dewatering, restoration of all areas adjacent to the work site on public and private properties which were disrupted during the above removals and construction, and all other features and work as necessary to complete this work, as shown on the project Plans, as specified in the SSPWC and these Special Provisions, as shown on the Appendix III "Concrete Work Standard Drawings" of these Specifications, and as directed by the Engineer.

SECTION 713

IRRIGATION SYSTEM IMPROVEMENTS
BID ITEM NO. 8

713-1 GENERAL

Work to be performed under this Section shall consist of furnishing and installing a complete automatic irrigation system and landscape maintenance. The work also consists of supplying material, tubing, pipe, pipe fittings, automatic valves, wiring, equipment, transportation, and labor as shown on the Plans, City Water Work Specifications, and in these specifications.

All such work shall conform the project Plans, provisions of the SSPWC Subsections 212, "Landscape and Irrigation Materials", and 308, "Landscape and Irrigation Installation", except as modified or amended herein. Related Section, 02230 "Site Clearing."

713-2 CONSTRUCTION MATERIALS

Use new materials of the best grade, unless otherwise noted on the plans, for each respective item, and of the same manufacturer for all items of one (1) type. All materials for irrigation improvements shall conform to SSPWC Subsection 212-2, "Irrigation System Materials", except as modified or amended herein.

212-2.1.3 "Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings"

A. Pressure main line piping sizes 2 inches and smaller shall be SCH 80 PVC with solvent welded joints.

B. Pipe shall be made from NSF approved Type 1, Grade 1 PVC compound conforming to ASTM resin specifications D1785. All pipe must meet requirements as set forth in Federal Specification PS-21-70.

C. Pipe homogeneous throughout, free from visible cracks, holes or foreign materials. The pipe shall be free from blisters, dents, wrinkles or ripples, die and heat marks.

D. For pressure main line piping, PVC solvent weld fittings and elbows shall be Schedule 80, 1-2, II-I NSF approved conforming to ASTM test procedure D2466.

E. Non-pressure buried lateral line piping shall be PVC Schedule 40 with solvent-weld joints.

F. Pipe shall be made from NSF approved, Type I, Grade II PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements set forth in Federal specification PS-22-70 with an appropriate standard dimension ratio.

G. For non-pressure lateral piping, PVC solvent-weld fittings and elbows shall be Schedule 40 with working pressure no lower than that of all connected lateral pipe.

H. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installations methods prescribed by the pipe manufacturer. No clear primer may be used.

I. Supplier shall be responsible to certify that manufactured pipe and fittings meets the stated levels of quality. All PVC pipe and fittings must bear the following continuous and permanent markings:

   a. Manufacturer's name or trademark
   b. Material designation
   c. Nominal pipe size and applicable IPS schedule
   d. Manufacturer's lot number
   e. Schedule or class
   f. ASTM qualifying designation
   g. Pressure rating in PSI
   h. NSF (National Sanitation Foundation) approval
   i. Date of extrusion

J. Testing of pipe. The contractor shall show written certification by supplier that polyvinyl chloride pipe has successfully passed the following tests:
   a. Acetone test: Immerse a sample of pipe in 99% pure anhydrous acetone for 15 minutes; at end of this time there should be no evidence of flaking or delamination on the inner or outer walls of the pipe. Evidence of softening and swelling shall not constitute failure.
   b. Flattening: Cut a test specimen two inches long from each end of the pipe sample. Flatten each test specimen between parallel plates of a press until the distance between the plates, in inches, is equal to sixty (60) percent of the pipe o.d., and there shall be no evidence of cracking, splitting, or breaking.

K. Bubbler Irrigation System:
   a. Rain Bird Root Watering System (RWS), or approved equal, shall have locking grate at grade and self-contained and factory assembled units. See plan for size and model.
      i. Supply one RWS-sock for each unit installed. Sock to be sized per unit.

L. Flow sensors shall be SCH 80 PVC body fitted with a removable non-magnetic sensor insert. The sensor shall consist of a glass reinforced polyphenylene sulfide (PPS) housing, Tefzel six-bladed impeller and bearing, tungsten carbide shaft and ethylene propylene (EPDM) o-rings.

212-2.2.2 "Valves"

A. All gate valves shall be substituted with ball valves. Ball valves shall be stainless steel one-piece body with blowout-proof stem, 316 stainless steel trim and vented ball. Ball valves shall be rated to 2000 lb. W.O.G.

212-2.2.4 "Remote Control Valves"

A. Remote control valves shall include a contamination proof, self-flushing screen for reliable performance in commercial dirty water applications.

212-2.2.7 "Valve Boxes"

A. Valve boxes shall be plastic with locking covers. Valve box size and configuration shall be as shown on the Plans

212-2.4 "Sprinkler Equipment"

A. All bubblers shall be plastic of the same size, type, and deliver the same rate of precipitation with the same diameter (or radius) of throw, pressure, and discharge as shown on the plans and/or specified.

B. Bubbler heads shall have a screw adjustment.

C. Riser nipples for all bubblers shall be the same size as the riser opening in the sprinkler body.

D. All bubblers of the same type shall be of the same manufacturer.

212-3.2.2 "Conductors"
Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U-F, 600 volt. Remote control valve common wire shall be #10 white with a different color wire for each automatic control valve. Install in accordance with valve manufacturer's specifications. In no case shall remote control 'hot' wire be less than #14.

713-3 CONSTRUCTION METHODS

All such work shall conform to SSPWC Subsection 308-5, "Irrigation System Installation", except as modified or amended herein.

308-5.3 "Installation of Valves, Valve Boxes, and Special Equipment"

A. All valves and other equipment shall be installed per the manufacturer's specifications and in planting areas as shown on the Plans.

B. When valves are grouped together, allow at least 12" between valves. Install each valve and pressure regulator / filter in separate valve boxes. Align valve boxes to each other in planting areas.

C. Brand or melt the controller and station number on each valve box top if not provided by manufacturer.

D. All valve boxes installed next to pavement or curbs shall be installed two inches (2") above grade and six inches (6") from the edge of pavement. Curbs will be marked to denote location of valve box.

E. Attach a two inch (2") diameter plastic identification tag with the valve / station number to each valve. Use Christy tags or approved equal.

308-5.5 "Automatic Control System Installation"

A. Install the automatic controller per manufacturer's instructions. Remote control valves shall be connected to the controller in numerical sequence as shown on the drawings.

B. Wiring shall occupy the same trench and shall be installed along with the same route as pressure supply or lateral lines wherever possible. Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet and to the main line.

C. Provide an expansion curl within three (3) feet of each wire connection. Ensure sufficient length of expansion curl at each splice connection at each electrical control so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wires. Loosely lay control wires in trench without stretching of control wire conductors.

D. All splices shall be made with Scotch-Lok #3576 Connector Sealing Packs, Rain Bird snap-tie wire connector, or approved equal. Use one splice per connector sealing pack.

E. Field splices between the automatic controller and electrical control valves will not be allowed without prior approval of the City Engineer or authorized representative.

F. Wires shall be labeled with the appropriate station number at the location of the remote control valve and the controller.

308-6 "Maintenance and Plant Establishment"

A. The maintenance period begins on the first day after all planting and irrigation work on this project is complete, checked, accepted, and written approval from the City Representative is given to begin the Maintenance Period, and shall continue thereafter for no less than 120 continuous calendar days.

B. The Contractor shall continuously maintain all involved areas during the progress of the work and during the maintenance period until the final acceptance of the work.

C. Regular planting maintenance operations shall begin immediately after each plant is planted. Plants shall be kept in a healthy, growing condition and in a visually pleasing appearance by watering, pruning, trimming, edging, fertilizing, re-staking, pest and disease controlling, spraying, weeding, cleaning up, and other necessary operations of maintenance. Planting areas shall be kept free of weeds, noxious grass, and other undesired vegetative growth and debris. Plants found to be dead or in an impaired condition resulting from improper installation and/or maintenance, wind damage, vandalism, etc. shall be replaced immediately.

D. The contract completion date of the contract maintenance period will be extended when, in the opinion of the City Representative, improper maintenance or

possible poor or unhealthy condition of planted material is evident during and at the termination of the scheduled maintenance period. The Contractor shall be responsible for additional maintenance of the work until work is completed and acceptable.

713-4 MEASUREMENT AND PAYMENT

Measurement and payment for the installation of the irrigation system, complete in place, shall be made at the **contract unit price bid per LUMP SUM** as shown in the Proposal.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work involved and necessary to install the irrigation system, complete in place, including clearing and grubbing, sawcutting, pavement removal, trenching, excavation, sleeving under hardscape, fill, backfill, compaction, irrigation system testing, protection and restoration of existing public and private utilities, removal and disposal of extraneous and surplus excavated materials, restoration of all areas adjacent to the work site on public and private properties which were disrupted during the above removals and construction, and all other features and work as necessary to complete this work, as shown on the project Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

SECTION 712

LANDSCAPE
PLANTING IMPROVEMENTS
BID ITEM NOS. 9 AND 10

712-1 GENERAL

Work to be performed under this Section shall consist of all services, labor, materials, transportation, and equipment necessary to provide and complete the plant and tree planting material installation as indicated in the plans and as specified in these specifications.

All such work shall conform the project Plans, provisions of the SSPWC Subsections 212, "Landscape and Irrigation Materials", and 308, "Landscape and Irrigation Installation", except as modified or amended herein.

712-2 CONSTRUCTION MATERIALS

Materials for planting improvements shall conform to SSPWC Subsection 212-1, "Landscape Materials", except as modified or amended herein.

212-1.1 "Top Soil"
Imported top soil shall be Class 'A' top soil.

212-1.2.3. "Commercial Fertilizer"

Manufacturer:	Tri-C Enterprises or approved equivalent (800) 927-3311
Products:	Tri-C 6-2-4 Soil Conditioner/Fertilizer

or approved equivalent
Tri-C Humate Plus
Tri-C Iron with Micros
Planting tablets

212-1.2.4 "Organic Soil Amendment"

Soil Amendment Distributor:	LBR Corporation or approved equivalent
Contact:	Isabel or Tammy (310) 639-4524
Product:	Nitrolized fir shavings

212-1.2.5 "Mulch"

Mulch shall be **Shredded Redwood Bark** applied as a top dressing per the depth specified on the project Plans.
Pre-emergent herbicide shall be Surflan, Treflan, Dymid.
Weed contact spray shall be Rodeo.

212-1.4 "Plants"

A. The scientific and common names of plants and trees herein specified conform with the approved names given in "A Checklist of Woody Ornamental Plants of California", published by the University of California, College of Agriculture, Manual 32 (1963). See list of plant material on drawings.

B. Quality and size of all plants and trees shall conform to the State of California Grading Code of Nursery Stock, No. 1 grade. They shall be vigorous, or normal growth, free from disease, insects, insect eggs, and/or exceed the measurements specified. All receipts shall be submitted to the City Engineer.

C. Container stock shall have grown in containers for at least six (6) months, but not over one (1) year. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted, except upon special approval.

D. Pruning shall not be done prior to delivery, except by written approval.

E. Plants and trees shall be subject to inspection and approval or rejection at the nursery, project site, or at any time after plants and trees have been accepted by Contractor before or during progress of work, for size, variety, condition, latent defects, and injuries. Rejected plants and trees shall be removed from the project site immediately.

F. Quantities shall be furnished as needed to complete work shown on drawings.

G. The City Engineer or authorized representative reserve the right to inspect root condition of any species, and if found defective, to reject the plants and trees represented by the defective sample. Plants may be removed from container for inspection of root condition.

H. Identify plant and tree species and varieties correctly on legible, weatherproof labels attached securely to the job site. Labels shall be accessible for inspection

by City Engineer of authorized representative at time of delivery. There shall be a minimum of one (1) labeled plant for each five (5) plants in a lot.

I. Groundcover plants shall be healthy, vigorous rooted cuttings grown in flats or one-gallon containers until transplanting.

J. All trees shall be placed as shown on plans. Notify the City Engineer or authorized representative if unknown obstructions prohibit placement as shown.

K. All trees, plants, and groundcovers to be planted per planting details shown on the plans.

212-1.5.3 "Tree Stakes"
Tree stakes shall be 2 inch diameter x 10 feet in length Gauge Metal Stakes as noted in the details of Appendix IV **"City Tree Planting Standard" of these Specifications** and the project Plans.

Furnishing, placing, installing Tree, Gauge Metal Stakes, Tree Ties, Root Barriers, PVC Perforated Pipe, Backfill Material (complete), and Crushed Gravel Bed as noted in the details of Appendix IV **"City Tree Planting Standard" of these Specifications** and the project Plans shall be considered incidental work and is a required element under this bid item as indicated in these specifications or as shown in the plans.

712-3 CONSTRUCTION METHODS

All such work shall conform the project Plans, provisions of the SSPWC Subsections 308, "General", 308-2, "Earthwork and Topsoil Placement", and 308-4 "Planting", except as modified or amended herein.

308-2.3.2 "Fertilizing and Conditioning Procedures"
Soil preparation for trees, plants, and ground cover areas shall be done in accordance with the soils test results and recommendations by the soils lab. Soils test results and recommendations by the soils lab shall be reviewed by the City Engineer and/or Landscape Architect prior to proceeding. Coordination of the soils test will be the responsibility of the Contractor. Coordinate soils testing with Tri-C Enterprises.

The following organic soil amendments, soil conditioner / fertilizer and fertilizers are to be used for bidding purposes only. Specific amendments and fertilizers specified will be submitted and reviewed by the City Engineer and/or Landscape Architect prior to proceeding.

1. 1-gallon plant planting holes shall be prepared, amended and backfilled as noted in the plans.

2. 24" Box tree planting holes shall be prepared, amended and backfilled with the following mix:

   8-parts native on-site soil by volume.
   4-parts "Nitrolized Fir Shavings" by volume

6 lbs. Tri-C 6-2-4 per cubic yard mix

3. Planting areas shall be amended and backfilled with:

Tri-C 6-2-4 at 70 lbs. / 1,000 square feet (800) 927-3311.

- "Nitrolized Fir Shavings" in all planting areas at 4.6 CY / 1,000 s.f. (1-1/2 inch layer).

Planting backfill shall be a thoroughly blended mixture of top soil and amendments to a minimum depth of 12", or per soil analysis recommendations./\

All plant areas as shown on plans shall be covered **with shredded Redwood Mulch a minimum of 2 inches deep.**

Care shall be taken that the rate of application of water does not cause erosion or sluffing of soils.

Contractor shall provide post-planting fertilization at 60-days into the maintenance period using Tri-C 6-2-4 at 5 lbs. / 1,000 s.f.

All depressions, voids, erosion scars and settled trenches shall be filled with native soil and brought to finish grade.

308-2.4 "Finish Grading"
Finish grades shall be measured as the final water compacted and settled surface grades and shall be within ±0.1 foot.

All undulations and irregularities in the planting surfaces resulting from trenching and all other operations shall be leveled and floated out before planting operations are initiated.

Take every precaution to protect and avoid damage to irrigation lines, and other underground utilities during installation.

Final finish grades shall maintain and insure positive drainage away from all structures and base of all plant material.

308-4.1 "General"
All rock and other growth or debris accumulated during the duration of the project shall be removed from the site.

Prior to excavation for planting or placing of plant materials, locate underground utility lines still in use and take proper precautions to avoid damage to such improvements. In the event of a conflict between such lines and plant locations, notify the City Engineer who will arrange for the relocation of one or the other. The Contractor assumes responsibility for making repairs for damages resulting from work as herein specified.

Soil preparation work shall be performed only during the period when beneficial and optimum results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy soil structure, spreading and grading

operations shall be suspended until the moisture content is increased or reduced to acceptable levels and the desired results are likely to be obtained.

Quantities for plant materials are shown for convenience only, and not guaranteed. Check and verify count and supply sufficient number to fulfill intent of drawings.

Specimen tree selection:

A. One (1) sample of **Tabebuia Avellanedae (Pink Trumpet)** tree and size (**24 inch box**), called out on drawings shall be delivered to the project site for approval and placement prior to installation. Such sample shall be representative of typical size and form of their variety and size.

B. The Contractor shall immediately remove trees not approved.

C. The Contractor shall at his expense retain the services of the City representative to review trees tagged at the nursery and/or at its place of growth, or as otherwise specified on drawings.

Typical samples, three (3) each of all varieties (**Pink, Red, Orange Kalanchoe and Echeveria 'Perle Von Nurnberg**) and sizes (**1-gallon plants**) of all plant materials shall be submitted for review at the site a minimum of three (3) days prior to planting operations. Accepted samples shall remain on the site and shall be maintained as standards of comparison for plant materials to be furnished. Samples shall not be incorporated into the work until released by the City Engineer.

Plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and be immediately removed from the site of work and replaced with acceptable plant materials. The plant materials shall meet all applicable inspections required by law. Plants shall be of the species, variety, size, age, flower color and condition as specified herein and/or as indicated on the drawings. Under no condition will there be any substitution of plant species, variety, or reduced sizes for those listed on the accompanying drawings, except with the express written consent of the City Engineer and Landscape Architect.

All utilities (water and electricity) used during the installation of the planting and irrigation systems for this project shall be provided by the Contractor.

308-4.5 "Tree and Plant Planting"

All locations shall be checked for possible interference with existing underground piping, prior to excavation of holes. If underground construction or utility lines are encountered in the excavation of planting areas, other locations for the planting may be selected by the Landscape Architect. Damage to existing utilities shall be the responsibility of the Contractor.

All excavated holes shall have vertical sides with roughened surfaces and shall be of the minimum sizes indicated on drawings. Holes shall be, in all cases, large enough to permit handling and planting without injury or breakage of root balls or roots. Contractor shall remove all construction debris ½" in greatest dimension from soil to a minimum depth equal to the planting depth.

Excavation shall include the stripping and staking of all acceptable soil encountered within the areas to be excavated for plant pits.

The plants shall be planted at approved locations with the heretofore specified conditioner and soil planting backfill.

The plants shall be placed in the planting pits on the native soil material. After setting the plants, the remaining backfill material shall be carefully tamped firm around each root ball and water applied to assist settling of soil.

Each tree shall be placed in the center of the hole and shall be set plumb and held rigidly in position until the planting backfill has been hand tamped firmly around each root ball.

All plants shall be set at such a level that after settling the top of rootball is one inch (1") above surrounding finish grade, unless otherwise noted.

Planting tablets shall be placed in each planting hole at the following rates regardless of results done by the soil testing lab:

- 1-21 gram tablet per gallon container
- 1-21 gram tablet per 4 inch of box size

No plant will be accepted if the root ball is broken or cracked, either before, during, or after the process of installation.

All plants shall be thoroughly watered in to the full depth of each planting hole immediately after planting.

308-4.6 "Plant Staking and Guying"

All trees shall be staked per planting details with stake(s) driven into the ground of the windward side of the tree. The stake(s) shall be driven in plumb and secure.

The staking shall be accomplished in such a manner as to insure the proper and healthy growth and the safety of the plants, property, and the public.

The Contractor shall be responsible for all surface and subsurface drainage required which may affect him / her guarantee of the trees and shrubs.

Pruning after planting shall be required on all trees and plants when necessary to provide the specified or approved standard shapes, form and/or sizes characteristic to each plant. Pruning may include thinning and shall be under the direction of the Landscape Architect.

308-4.7 "Groundcover and Vine Planting"

Groundcovers and vines shall be planted in the areas indicated on the drawings. The groundcover plant shall be rooted cuttings grown in flats, 4" pots, or 1-gallon containers.

All groundcover plants shall be planted with soil around roots in staggered rows evenly spaced at the intervals called out on the drawings.

The groundcover plants shall be planted sufficiently deep to cover all roots and shall be immediately watered after planting until the entire area is soaked to the full depth of all holes.

The groundcover and vine planting areas shall be hand smoothed after planting to provide an even, smooth final finish grade.

Pre-emergence herbicide shall be applied to all planting areas in accordance with manufacturer's specifications, Department of Fish and Game, and according to State of California and CDFA code and ordinances.

712-4 MEASUREMENT AND PAYMENT

Measurement and payment for the installation of all planting, complete in place, shall be made at the **contract unit prices bid per square foot or each** as shown in the Proposal.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work involved and necessary to install all planting, complete in place, including excavation, fill, backfill, compaction, import soil and bark mulch spreading, protection, and restoration of existing public and private utilities, removal and disposal of extraneous and surplus excavated materials, restoration of all areas adjacent to the work site on public and private properties which were disrupted during the above removals and construction, and all other features and work as necessary to complete this work, as shown on the project Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

SECTION 02920

MAINTENANCE
BID ITEM NO. 11

PART 1 GENERAL

1.1 SUMMARY

A. The work includes all materials, labor, services, transportation, and equipment necessary to perform the work as described in this specification section.

1.2 RELATED WORK IN OTHER SECTIONS

A. Section 02810 - Landscape Irrigation

B. Section 712 – Landscape Planting Improvements

PART 2 EXECUTION

2.1 MAINTENANCE

A. All work shall be continuously maintained in all areas within the limit of work during the progress of the job, the 90 day maintenance period and until the final acceptance of the work.

B. The ninety (90) day plant maintenance period shall not commence until written notice of approval of landscape and irrigation installation (see Landscape Irrigation Section 02810) has been received from the City of San Fernando's Representative.

C. Provide the following during the final ninety (90) calendar day maintenance period:

1. Weekly review of irrigation system to ensure fully operational system.

2. All plants and planted areas shall be kept watered.

4. Weeds, Dallis, Johnson, Kikuyu, Nut and Bermuda Grass shall be removed

5. At the end of the ninety (90) day period, reapply mulch and decomposed granite to obtain depths at the time of installation. Reapply pre-emergent (see Landscape Planting Improvements Section 712)

6. The entire project shall be so cared for that a neat and clean condition will be presented at all times to the satisfaction of the City of San Fernando and City of San Fernando's Representative.

D. General Weeding

1. Weeding Program: The Contractor shall be responsible for providing a continuous weeding program for all project areas. Weeding shall be done on a weekly basis and shall include any undesirable or misplaced plant.

2. Weeds shall be removed completely, on a regular basis, chemically or manually, no less than once a week. Weeds may be controlled with pre-emergent herbicides, preferably, but also may be controlled with post-emergent herbicides, and/or by hand pulling. Bermuda grass and other noxious weeds shall not be allowed to become established.

E. Insect, Disease and Pest Control: The Contractor shall regularly inspect all landscaped areas for presence of disease, insect or rodent infestation. The Contractor shall advise the City of San Fernando within four (4) days if disease, insect or rodent infestation is found; he shall identify the disease, insect or rodent and specify control measures to be taken using legally approved materials and methods. Upon written approval of the City of San Fernando's Representative, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all spray material, dusts or other materials utilized. The use of any chemicals for insect and disease control shall be done by a state licensed pest control operator who shall follow all guidelines governing his license. Extreme caution shall be used when spraying insecticides and fungicides. Only spray when there is no wind. City of San Fernando's approval must be obtained

prior to spraying any insecticides or fungicides. All chemicals shall be used only in the manner approved by state and county agencies.

1. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City of San Fernando. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

F. Staking and Guying: Tree stakes, ties and guys shall be checked to prevent bark wounds caused by abrasion and corrected as needed. Ties shall be adjusted to prevent girdling. When trees attain a trunk caliper of approximately 4" consider removing stakes and guys based on the following guidelines. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Before any stakes are removed, remove tree ties and allow the tree to remain without support for a period of time to observe structural stability of the tree. Remove tree stakes only when tree has been proven to be structurally stable. Any re-staking shall be done with originally specified materials. Guying will, over time, stretch or loosen. Adjust as needed to retain a taut position, until such time when guying is removed. Any tree that is damaged due to improper staking or typing shall be replaced at the Contractor's expense.

G. Plant Replacement: Any tree and plant that appears to have more than one-half (1/2) of its foliage in a declining state shall be brought to the City of San Fernando's attention immediately. Check plant for over-watering, or drainage problems; and repair the problem prior to replacement. Replacement plants shall be of a size, condition and variety acceptable to the City of San Fernando. The Contractor shall replace plant material at no cost to the City of San Fernando and subject to acceptance by the City of San Fernando.

1. Plants that show signs of failure to grow at any time during the maintenance period, or those plants so injured or damaged as to render them unsuitable for the purpose intended shall be replaced immediately at the expense of the Contractor.

2. Any trees, shrubs or grass that die or loose form and size as originally specified shall be replaced even though they have taken root and are growing after die-back or loss of form and size.

H. Shrub and Vine Care: All shrubbery shall be checked weekly for any breakage or damage, special watering needs, etc. and treated as necessary. All undesirable conditions shall be eliminated as per accepted landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Remove all spent flowers, flower spikes and remove all leaves and debris from plant areas daily. Hose off all plant material monthly to remove accumulated dirt and soot.

1. Pruning: Pruning shall be performed as a continuous ongoing operation not allowing plants to develop stray, undesirable growth, and shall be done under the direction of a certified Arborist. Trimming, pruning, thinning and training are functions to be done at any time at the instruction of the City of San Fernando as deemed necessary to maintain a pleasing appearance. Accomplish pruning by removing woody stems from inside shrubs on an as-needed basis as directed by the Arborist. Excessive pruning or stubbing back will not be permitted. Shrubs should never be topped unless specifically directed by the Arborist or the City of San Fernando's representative. Where trees and shrubs occur in close proximity

to walks or parked cars, prune to allow movement without interference from branches and foliage. Any pruning not directly related to creating accessible paths for pedestrians or cars shall not commence until written approval is given by the City of San Fernando.

a. Shrub Pruners: Shrubs shall be pruned and thinned using hand-held shrub pruners. Hedge shears and clippers shall not be used.

I. Irrigation Systems Care

1. Irrigation Repair and Operation:

a. Systems Components Damage: Irrigation system components damaged as a result of Contractor's neglect shall be repaired or replaced by the Contractor at no cost to the City of San Fernando. Normal wear and tear of systems, accidental breakage by others, or so-called acts of God, are conditions under which the Contractor is not directly responsible and repairs shall be paid for by the City of San Fernando. The Contractor shall notify the City of San Fernando's Representative the same day of discovery of damage to irrigation system components caused by acts of God that do not result from the performance of the work by the Contractor. Upon receipt of the City of San Fernando Representative's written authorization, the Contractor shall repair said damage as soon as possible and submit a change order related to the cost of said work to the City of San Fernando's Representative. Failure to report any damages will constitute Contractor making repairs at his own expense. Any replacement of irrigation system components under this subparagraph 1 shall be original equipment types. Any substitutions for replacement equipment shall be approved in writing from the City of San Fernando.

b. Replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), quick coupler valves, control valves, drip tubing, flush valves, drip filters, valve covers, and boxes and lids..

c. Automatic Irrigation System Failure: Irrigation shall be done by the use of automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

d. Property Damage: Any damages to property resulting from excessive irrigation water or irrigation water runoff due to the Contractor's negligence shall be charged to the Contractor.

e. Valve Boxes: The Contractor shall keep valve boxes clear of solids and debris and maintain the irrigation system including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued proper operation of the system from the water meter throughout the work site.

2. System Monitoring:

a. Contractor Monitoring: The Contractor shall inspect the irrigation system for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization must be obtained from the City of San Fernando before proceeding with work not covered under normal maintenance work. The malfunctioning sprinkler system landscape area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the City of San Fernando's satisfaction. Each system shall be checked daily and all necessary adjustments made to heads which throw onto roadways, walks, windows, or out of intended area of coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage. Each system shall be individually operated and observed on a regular basis.

b. System Operation Knowledge: One maintenance person shall have the responsibility of operating and knowing the irrigation systems adjust controllers, observe the effectiveness of the irrigation systems, and making minor adjustments and repairs to systems.

J. Grades: Damage to planting areas through any of the following shall be replaced or repaired immediately by refilling with topsoil and leveling:

1. Depressions caused by vehicles, bicycles or foot traffic.

2. Damage caused by gophers and moles.

3. Erosion due to irrigation runoff.

4. Unnatural soil settling.

5. Excessive soil compaction.

K. Mulch: Shredded Redwood Mulch will be added and compacted in areas that are depressed so that all mulch areas are 3" thick.

L. The Contractor shall be on site once weekly for a minimum of four (4) hours.

M. The Contractor is to work closely with the City of San Fernando's maintenance division, and establish a weekly meeting with the City of San Fernando's maintenance crew.

N. The Contractor may be relieved of the maintenance work when the final (90) calendar day plant establishment work has been satisfactorily completed.

Measurement and payment at the price bid per **LUMP SUM** shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefore.

Bid Item No. 12 – SBP Battery Park Luminaire (SBP-NB-150HPS-240v-MT-BK) with Sentry Wall Bracket (SAL-WB-PA-BK) or Equivalents:
The work consists of providing and installing luminaire with bracket as shown in the plans. Payment at the price bid per **EACH SET** shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

Bid Item No. 13 – Pull Box:
The work consists of providing and installing pull box as shown in the plans. Payment at the price bid per **EACH** shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

Bid Item No. 14 – Bus Shelter Removal and Disposal:
The work consists of removing and disposing existing bus shelters and their amenities as shown in the plans. Payment at the price bid per **LUMP SUM** shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

Bid Item No. 15 – Provide and Install LNI Bus Shelter (P-SS-M.IV-R-NB-CW-16'8") with LNI Bench 8'0" (CE-8D-V) or Equivalents:
The work consists of providing and installing bus shelters and their amenities as shown in the plans. Payment at the price bid per **LUMP SUM** shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

SECTION 02230

SITE CLEARING, TREE REMOVALS AND STUMP GRINDINGS
BID ITEM NOS. 8 AND 9 AND 10 AND ADDITIVE ALTERNATIVE BID ITEM NO. 16

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removal and disposal of vegetation, grass, grass roots, weed growth, trees, tree roots, tree stumps, brush, concrete, asphalt, existing unused utility lines, rubbish, debris and other objectionable materials, within limits of the Work as denoted on plans.

B. Related Section:

1. Section 02810 – Landscape Irrigation

2. Section 712 - Landscape Planting Improvements

3. Section 704 – Concrete Removals

1.2 JOB CONDITIONS

A. Condition of Premises: Accept the premises as found and clear the Project site as specified.

B. Existing Protect-in-Place. Protect from damage existing trees and vegetation designated to remain. Replace at Contractor's expense, items damaged or destroyed with like items in sizes and quantity of the damaged or destroyed material. Assessment of material value shall be established by City of San Fernando's Representative. Prior to removal of any vegetation, demarcate areas for removal and request an inspection from the City for approval.

C. Existing conduit. Protect in place all electrical lines and conduit. Replace at Contractor's expense, items damaged or destroyed with like items in sizes and quantity of the damaged or destroyed material.

D. Existing Site Features. Protect from damage existing paving, curbs, gutters, footings, signs, poles, and drainage structures. Provide barricades and guards as required to protect existing features.

PART 2 EXECUTION

2.1 CLEARING AND GRUBBING OF LANDSCAPE

A. Clearing. Dispose of the vegetation designated for removal (trees, tree roots, tree stumps, turf, shrubs, and weeds), together with the brush and rubbish occurring within the construction limits as noted on the plan. For tree removals, grind all tree stumps. Note that some of the existing planting is to remain.

B. Grubbing. Remove and dispose of all matted roots, all roots larger than 3 inches in diameter in all construction areas, and existing soil.

C. Removal. All cleared and grubbed materials shall be promptly removed completely away from the Project site. Do not store or permit debris to accumulate on the Project site.

D. Do not burn materials or debris on the premises.

2.2 CLEANUP

A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

Measurement and payment at the price bid shall be made at the **contract unit price bid per SQUARE FOOT and EACH** as shown in the Proposal and shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefore.

APPENDIX I

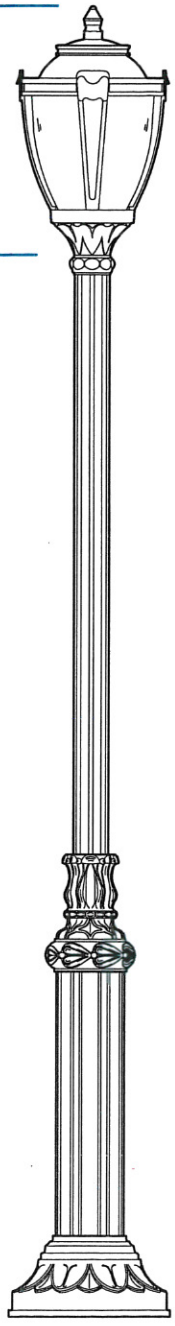
CITY STREET LUMINAIRE, BRACKET STANDARD, AND PULL BOX DRAWINGS

SBP Battery Park

Luminaires: Tulips - Struts

Luminaire Height: *28 1/2"*
Diameter: 17 1/2"

Throughout Battery Park and the World Financial Center in New York, these luminaires stand silhouetted against the sky of the famed harbor. By day their tulip contour and reserved detailing evoke 19th Century Manhattan. By night their brilliant light enables the enclave to continue as an active recreational facility well into the evening. Plazas, esplanades, and streets shine in the light of this luminaire.



Shown with 10 ft. aluminum pole. Catalog #: SAL-B-10'

Built to NYC's stringent specifications for durability and vandal resistance with high-strength cast aluminum structure and polycarbonate globe. Several decorative bases are available for appropriate mating with a variety of ornamental posts.

For Ordering Information see reverse.

SBP Battery Park Luminaire at Battery Park City in New York City

SBP is designed to utilize a wide range of light sources, including High Intensity Discharge (HID), Compact Fluorescent, Induction and others. These light source families provide the highest efficiency in lumen output, service life and energy use.

Sentry ELECTRIC

OR EQUIVALENT

SBP Battery Park

Sentry Electric LLC
185 Buffalo Avenue, Freeport, New York, 11520
Telephone: 516.379.4660 Fax: 516.378.0624
www.sentrylighting.com info@sentrylighting.com

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SBP Battery Park

Luminaires: Tulips - Struts

Product Features OR EQUIVALENT

Construction
All components and decorative base shall be high-strength ASTM 356.1 cast aluminum. Luminaire shall be fully welded creating one integral housing. Injection-molded polycarbonate globe, large dome and top cap shall create a weather tight chamber for the ballast assembly and internal optics. Top shall be easily removable to allow for relamping.

Optical
Injection-molded UV stabilized polycarbonate or high impact acrylic globe. Standard globe finish (Inside Scrubbed) creates a subtle light diffusing effect.

Available in a wide range of lamp choices and wattage ratings, including High Intensity Discharge (HID), Incandescent, Induction and Compact Fluorescent. Synchronized reflector system optimizes light output utilizing upper and lower Alzak® reflectors.

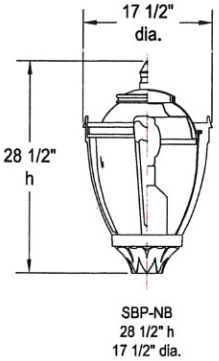
Standard optical system, Inside Scrubbed Globe. Additional optical systems include Glare Reduction Louver System, Borosilicate Glass Refractor, Horizontal, Horizontal Semi-Cutoff, Horizontal Full Cutoff and Virtual Light Source.

Electrical
Meets UL 1598 for Safety. Luminaire shall have porcelain socket rated for 600V with 4kV pulse and uses a nickel-plated screw shell with spring-loaded center contact and lamp grips. Luminaires shall be prewired and factory tested. The ballast shall be a high power factor, constant wattage, autotransformer type. The power factor shall be at least 90%.

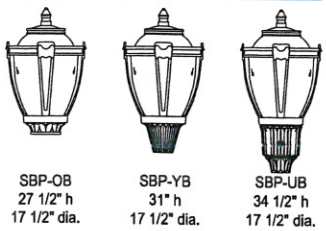
Finish
To insure product durability, all exposed metallic surfaces shall be finished with a high performance coating consisting of high gloss Super Durable polyester powder coat paint to be applied utilizing a multistage process that includes phosphate pretreatment, electrostatic powder application, and convection curing. Paint shall be weather, corrosion, abrasion, and UV resistant in compliance with specification AAMA 2604-05. Color to be specified.

Mounting
Mounts to a Ø3" by 3" tall tenon. (3) 3/8"-16 UNC stainless steel allen head cup point set screws secure luminaire to post top tenon. All mounting hardware shall be stainless steel.

Model-Bases



SBP-NB
28 1/2" h
17 1/2" dia.



SBP-OB
27 1/2" h
17 1/2" dia.

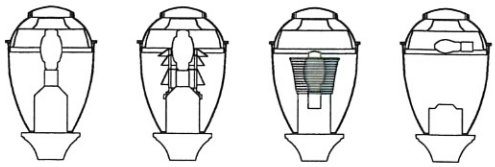
SBP-YB
31" h
17 1/2" dia.

SBP-UB
34 1/2" h
17 1/2" dia.

SBP-CB
30" h
17 1/2" dia.

SBP-WB
36" h
17 1/2" dia.

Optical Systems

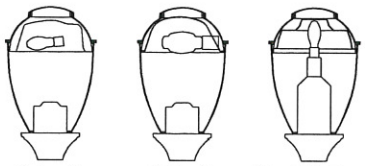


Inside Scrubbed Globe **blank**

Glare Reduction Louver System **GRLS**

Glass Refractor **G3** **G5**

Horizontal **HOR**



Horizontal Semi-Cutoff **HORD**

Horizontal Full Cutoff **HORH**

Virtual Light Source **VLS**

Ordering Information

Choose the **boldface** catalog references that best suit your needs.

Example: **SBP - NB - 70MHPS - 120V - MED - DR - ISB - G3 - BPC - BK**

(Model - Base - Wattage/Lamp - Voltage - Lamp Socket - Globe Material - Globe Finish - Distribution - Options - Finish)

Model	Base	Wattage/ Lamp		Voltage	Lamp Socket	Distribution	Options
SBP	NB	INC	Incandescent	Single Line	(blank) Mogul Socket	(blank) Inside Scrubbed Globe, Type V	HSS House Side Shield
	OB	50HPS	50 watt High Pressure Sodium	120V		GRLS Glare Reduction Louver System, Type V	BPC Button Photo Cell (Not available in 480V)
	YB	70HPS	70 watt High Pressure Sodium	480V *(YB Base Only)*	MED Medium Socket	G3 Glass Refractor, Type III	
	CB	100HPS	100 watt High Pressure Sodium		Mogul socket unless specified otherwise.	G5 Glass Refractor, Type V	
	WB	150HPS	150 watt High Pressure Sodium	Multi-Tap		HOR Horizontal, (MED Socket Only) Type V	
	UB	50MHPS	50 watt Metal Halide, Pulse Start	120V-MT	**Globe Material**	HORD Horizontal Semi-Cutoff, Type III	**Finish**
		70MHPS	70 watt Metal Halide, Pulse Start	208V-MT	(blank) Polycarbonate	HORH Horizontal Full Cutoff, Type I	BK Black (Standard)
		100MHPS	100 watt Metal Halide, Pulse Start	240V-MT	DR High Impact Acrylic	VLS Virtual Light Source, Type V (MED Socket Only)	BZ Bronze
		150MHPS	150 watt Metal Halide, Pulse Start	277V-MT			FG Federal Green
		42PLT	42 watt Compact Fluorescent (120V)		**Globe Finish**		Consult factory for custom finish.
		55QL	55 watt QL Lamp (120V, 200 - 277V)		(blank) Inside Scrubbed		
		85QL	85 watt QL Lamp (120V, 200 - 277V)		ISB Inside Sand Blasted		
		165QL	165 watt QL Lamp (120V, 200 - 277V)		CLR Clear		
		70ICE	70 watt Icetron (120 - 277V)				
		100ICE	100 watt Icetron (120 - 277V)				
		Consult factory for LED configurations and other lamping options.					

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Telephone: 516.379.4660 Fax: 516.378.0624
www.sentrylighting.com
info@sentrylighting.com

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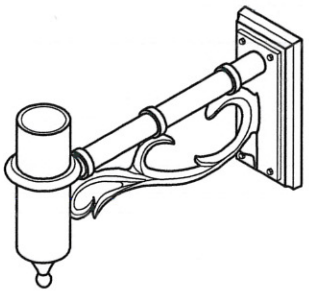
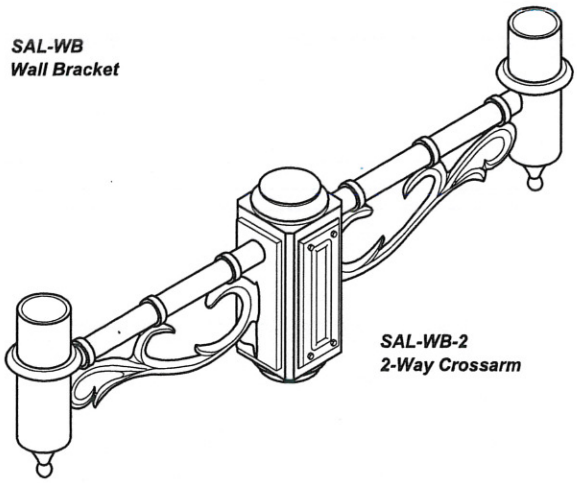
WB Series

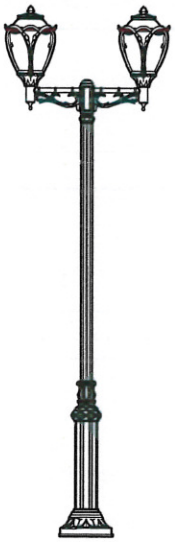
Crossarms & Brackets



SAL-WB
Wall Bracket



SAL-WB-2
2-Way Crossarm



Shown with
Luminaire: *SCP-NB*
Pole: *SAL-B-4B-12*
Cross Arm: *SAL-WB-2*

See reverse for all available configurations.

Product Features

Construction
Decorative brackets shall be from high-strength ASTM 356.1 cast aluminum with minimum wall thickness no less than 1/4".

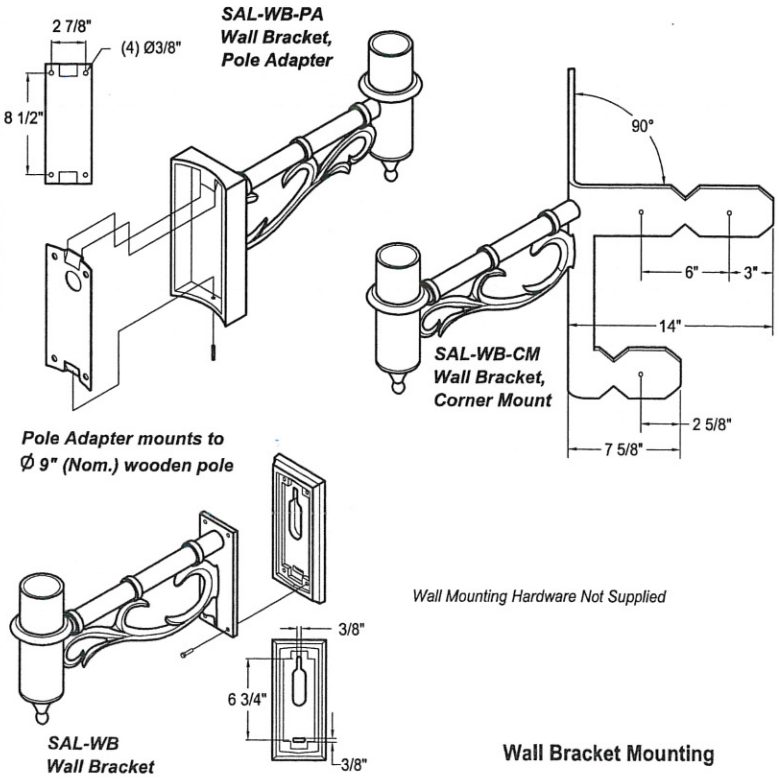
Luminaire Mounting
A Ø3" by 3" tall tenon(s) for luminaire mounting shall be provided.

Crossarm & Wall Bracket Mounting
Wall Bracket mounts using various mounting configurations (see opposite). Pendant mount utilizes 2" NPS nipple. Optional PLZC Plumbizer Collar for pendant mount replaces 2" NPS nipple.

2-Way, 3-Way and 4-Way Crossarms mount to a Ø3" by 7 1/4" tenon. (4) 3/8"-16 UNC allen head cup point set screws secure bracket to tenon.

Stainless steel hardware provided for bracket assemblies where applicable. Wall mounting hardware not supplied.

Finish
The crossarm or wall bracket shall be finished with a high performance coating consisting of high gloss Super Durable polyester powder coat paint to be applied utilizing a multi stage process that includes phosphate pretreatment, electrostatic powder application, and convection curing. Paint shall be in compliance with the specification AAMA 2604-05. Color to be specified.



Wall Mounting Hardware Not Supplied

Wall Bracket Mounting

Sentry ELECTRIC OR EQUIVALENT

WB Series

Sentry Electric LLC
185 Buffalo Avenue, Freeport, New York, 11520
Telephone: 516.379.4660 Fax: 516.378.0624
www.sentrylighting.com info@sentrylighting.com

CA-10-5

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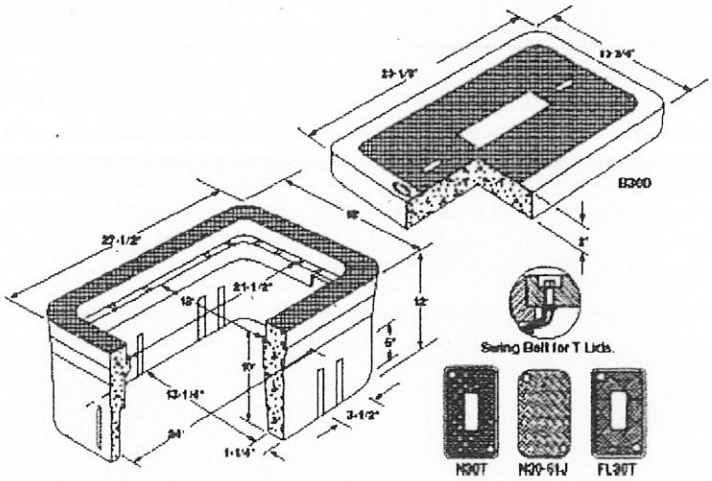
N30 ELECTRICAL BOX 13-1/4" x 24"

- Etched polyethylene face
- Face Anchored in Concrete
- Ulta-Violet Inhibitor

Click links for larger views of the drawings on this page.
Illustration Specifications



A high density reinforced concrete pull and junction box with end and side knockouts. Non-settling shoulders maintain grade and facilitate back filling. Approximate dimensions shown.

Christy Ordering Code	Item	Approx. Shipping Weight	Description
N30BOX	Box	138	N30 Electrical Box (13-1/4" x 24") Meets #5 State Specifications - 12 per pallet
B30D	Lid	50	Reinforced concrete
FL30D	Lid	18	Fibrelyte lid, non-concrete
N30T	Lid	50	Reinforced concrete, bolt down (order bolts separate)
FL30T	Lid	18	Fibrelyte lid, bolt down (order bolts separate)
B30-61D	Cover	39	Steel checker plate
N30-61J	Cover	40	Steel checker plate, bolt down (order bolts separate)
B30X6	Extension	58	6" reinforced concrete - 15 per pallet
B30X12	Extension	123	12" reinforced concrete - 12 per pallet
B30SL	Slab	53	Reinforced concrete - (16" x 27")
B30BA	Base	86	5-1/2" high reinforced concrete

Galvanizing available on all steel covers.

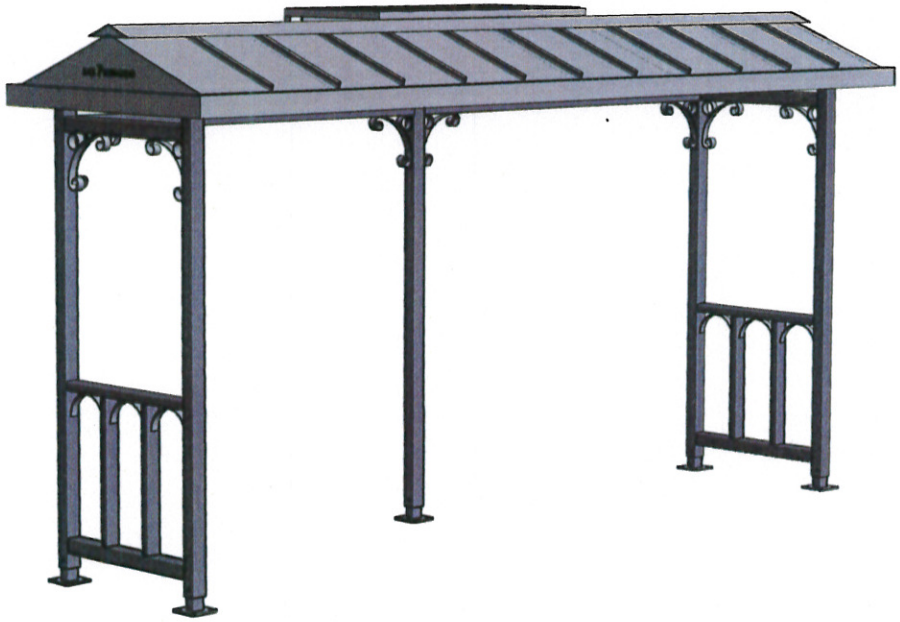
APPENDIX II

CITY BUS SHELTER AND BENCH STANDARD DRAWINGS

SAN FERNANDO

P-SS-M.IV-R-NB-CW-16' 8"

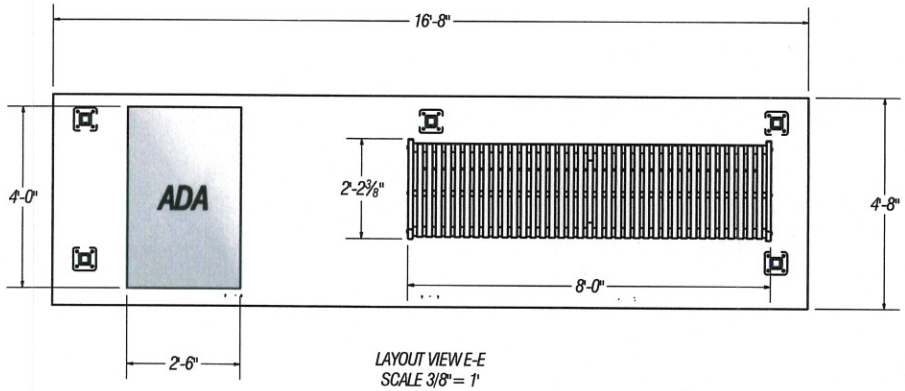
02-04-2013



CUSTOM MANUFACTURING
SINCE 1952

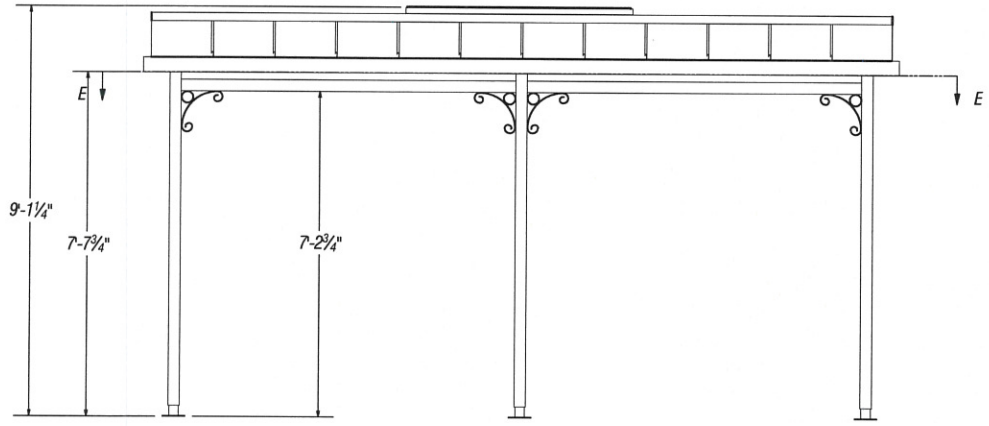
12536 Chadron Avenue
Hawthorne, California 90250
Tel 800 338 3387 / 310 978 2000
Fax 310 978 4000

OR EQUIVALENT

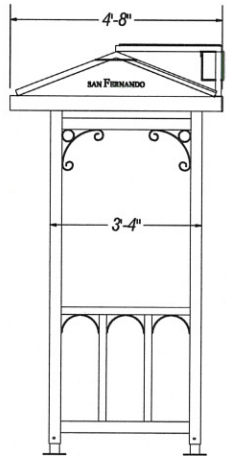


LAYOUT VIEW E-E
SCALE 3/8"= 1'

Contents	
Pg 2	Layout view and elevation
Pg 3	Structure details
Pg 4	Base and decoration details
Pg 5	Roof structure details
Pg 6	Roof standing seam assembly details
Pg 7	PV array base details
Pg 8	Illumination layout



FRONT ELEVATION
SCALE 3/8"= 1'



SIDE ELEVATION
SCALE 3/8"= 1'

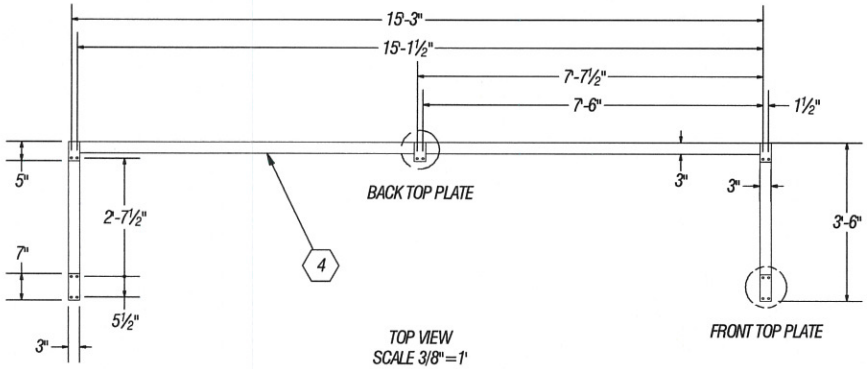
Project Name:	City of San Fernando
Address:	----
City/State:	Los Angeles, California
Sales:	Scott Blakely
Drawn By:	Carlos Garcia

Drawing:	
Description:	
Date:	2/1/2013
Comments:	Plot plan and elevation

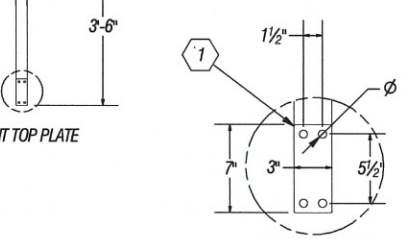
12536 Chadron Avenue
Hawthorne, California 90250
Tel 800 338 3387 / 310 978 2000
Fax 310 978 4000

△	Date:	By:	

Sheet 2 of 8

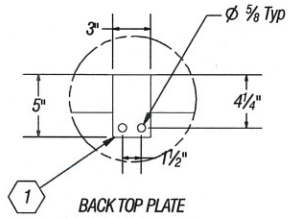


TOP VIEW
SCALE 3/8"=1'

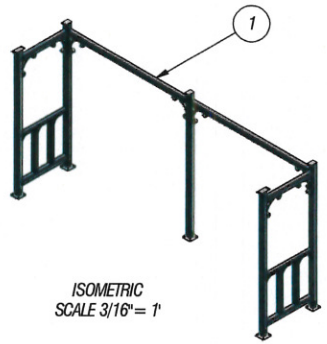


FRONT TOP PLATE

FRONT TOP PLATE
SCALE 1 1/4" = 1'-0"

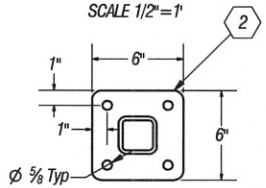


BACK TOP PLATE
SCALE 1 1/4" = 1'-0"

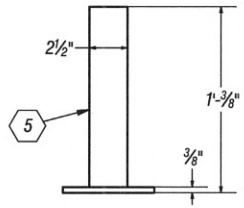


ISOMETRIC
SCALE 3/16"= 1'

BASE FOOT
SCALE 1/2"=1'



BASE FOOT TOP VIEW
SCALE 1 1/2"=1'



BASE FOOT ELEVATION
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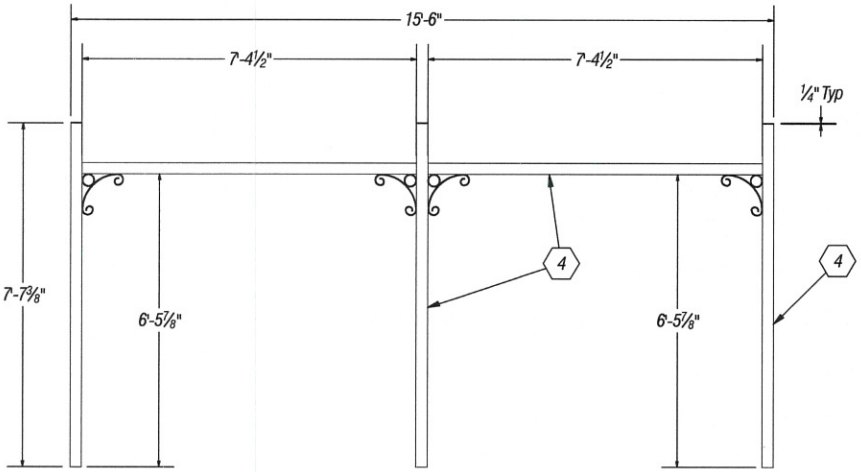
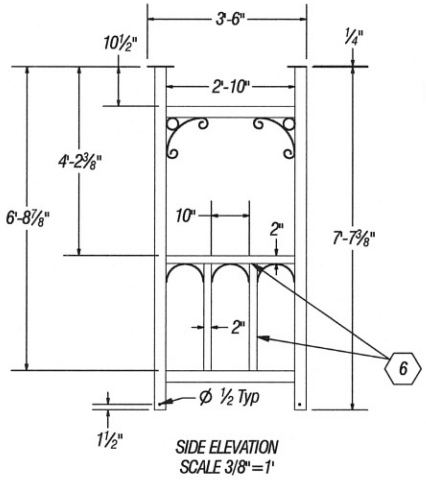


FRONT ELEVATION
SCALE 3/8"=1'



SIDE ELEVATION
SCALE 3/8"=1'

Material Legend	
1	1/4" Steel Plate
2	3/8" Steel Plate
3	1-1/2" x 1/4" Steel Flat Bar
4	3" x 3" x 3/16" Steel Square Tube
5	2-1/2" x 2-1/2" x 1/4" Steel Sq Tube
6	2" x 3" x 1/4" Steel Rec Tube
7	2" x 4" x 1/8" Aluminum Rec Tube
8	1" x 2" x 1/8" Aluminum Rec Tube
9	2" x 4" x 1/4" Aluminum Channel
10	0.040" Aluminum Sheet Metal
11	0.063" Aluminum Sheet Metal
12	0.090" Aluminum Sheet Metal
13	0.125" Aluminum Sheet Metal
14	1/8" White Acrylic Plastic
15	1-1/2" x 1-1/2" x 1/8" Al Angle

Finish Legend	
1	Polyester Powder Coat BK12
2	
3	
4	
5	

Finish Legend	
1	
2	
3	
4	
5	

Project Name:	City of San Fernando	Drawing:	
Address:	----	Description:	
City/State:	Los Angeles, California	Date:	2/1/2013
Sales:	Scott Blakely	Comments:	Steel frame with decorative scrolls
Drawn By:	Carlos Garcia		

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Hawthorne, California 90250
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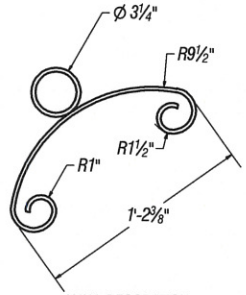
Fax 310 978 4000

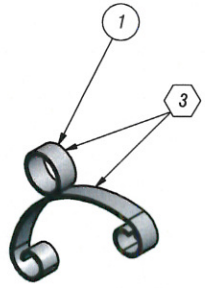
△	Date:	By:	

Sheet 3 of 8

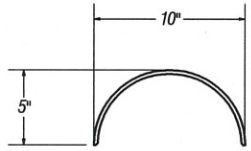
DECORATIVE OBJECTS
SCALE 3/8"=1'



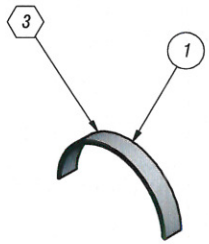
WALL DECORATION
SCALE 1 1/2"=1'



SCROLL
SCALE 1 1/2"=1'



WALL DECORATION
SCALE 1 1/2"=1'



WALL DECORATION
SCALE 1 1/2"=1'

Material Legend	
1	1/4" Steel Plate
2	3/8" Steel Plate
3	1-1/2" x 1/4" Steel Flat Bar
4	3" x 3" x 3/16" Steel Square Tube
5	2-1/2" x 2-1/2" x 1/4" Steel Sq Tube
6	2" x 3" x 1/4" Steel Rec Tube
7	2" x 4" x 1/8" Aluminum Rec Tube
8	1" x 2" x 1/8" Aluminum Rec Tube
9	2" x 4" x 1/4" Aluminum Channel
10	0.040" Aluminum Sheet Metal
11	0.063" Aluminum Sheet Metal
12	0.090" Aluminum Sheet Metal
13	0.125" Aluminum Sheet Metal
14	1/8" White Acrylic Plastic
15	1-1/2" x 1-1/2" x 1/8" Al Angle

Finish Legend	
1	Polyester Powder Coat BK12
2	
3	
4	
5	

Finish Legend	
1	
2	
3	
4	
5	

Project Name:	City of San Fernando
Address:	----
City/State:	Los Angeles, California
Sales:	Scott Blakely
Drawn By:	Carlos Garcia

Drawing:	
Description:	
Date:	2/1/2013
Comments:	Base leg and wall decorations

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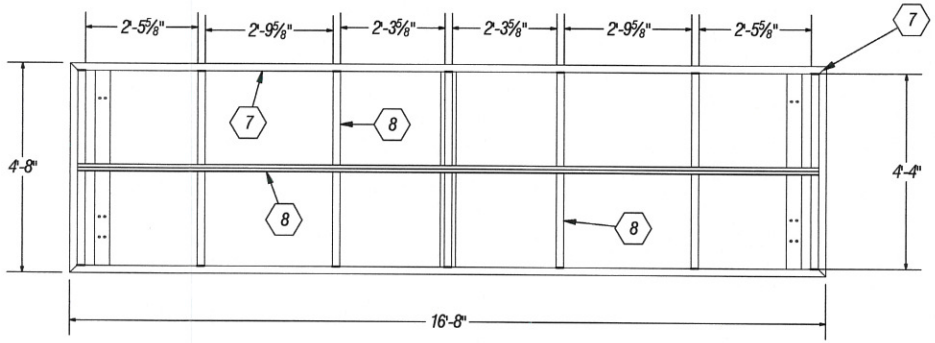
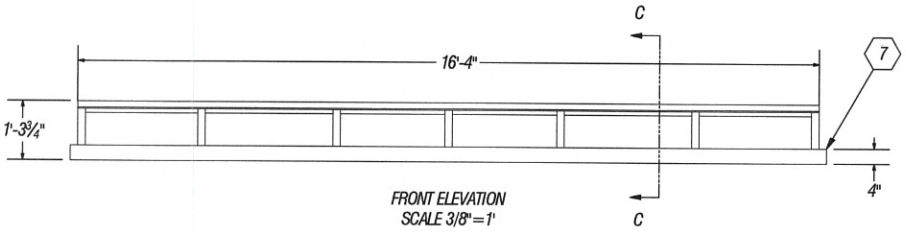
△	Date:	By:	

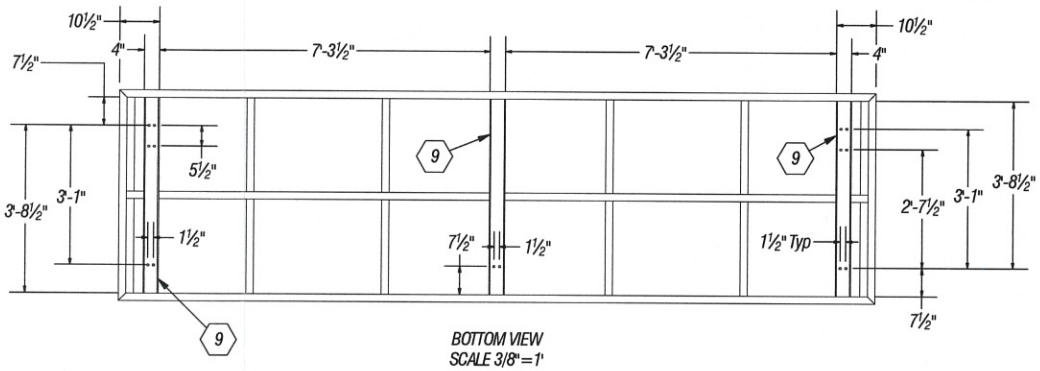
Sheet 4 of 8



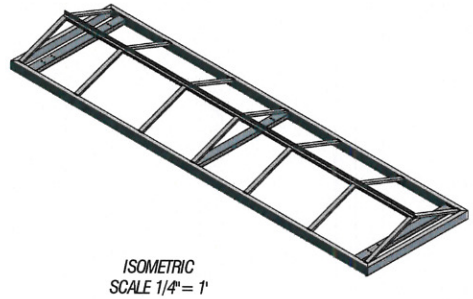
TOP VIEW
SCALE 3/8"=1'



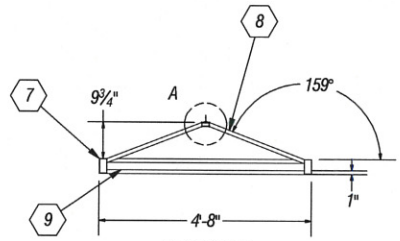
FRONT ELEVATION
SCALE 3/8"=1'



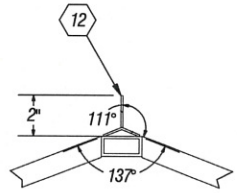
BOTTOM VIEW
SCALE 3/8"=1'



ISOMETRIC
SCALE 1/4"= 1'



SECTION C-C
SCALE 3/8"=1'



DETAIL A
SCALE 2" = 1'-0"

Material Legend	
1	1/4" Steel Plate
2	3/8" Steel Plate
3	1-1/2" x 1/4" Steel Flat Bar
4	3" x 3" x 3/16" Steel Square Tube
5	2-1/2" x 2-1/2" x 1/4" Steel Sq Tube
6	2" x 3" x 1/4" Steel Rec Tube
7	2" x 4" x 1/8" Aluminum Rec Tube
8	1" x 2" x 1/8" Aluminum Rec Tube
9	2" x 4" x 1/4" Aluminum Channel
10	0.040" Aluminum Sheet Metal
11	0.063" Aluminum Sheet Metal
12	0.090" Aluminum Sheet Metal
13	0.125" Aluminum Sheet Metal
14	1/8" White Acrylic Plastic
15	1-1/2" x 1-1/2" x 1/8" Al Angle

Finish Legend	
1	Polyester Powder Coat BK12
2	
3	
4	
5	

Finish Legend	
1	
2	
3	
4	
5	

Project Name:	City of San Fernando
Address:	----
City/State:	Los Angeles, California
Sales:	Scott Blakely
Drawn By:	Carlos Garcia

Drawing:	
Description:	
Date:	2/1/2013
Comments:	Aluminum roof structure

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Hawthorne, California 90250
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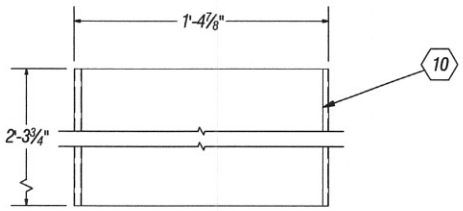
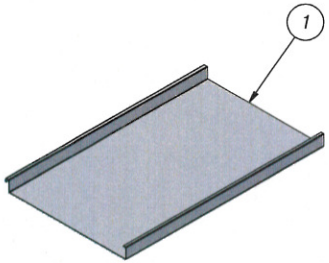
Fax 310 978 4000

△	Date:	By:	

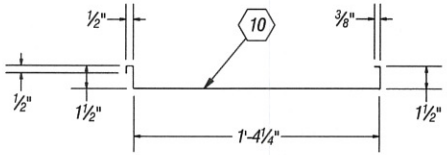
Sheet 5 of 8



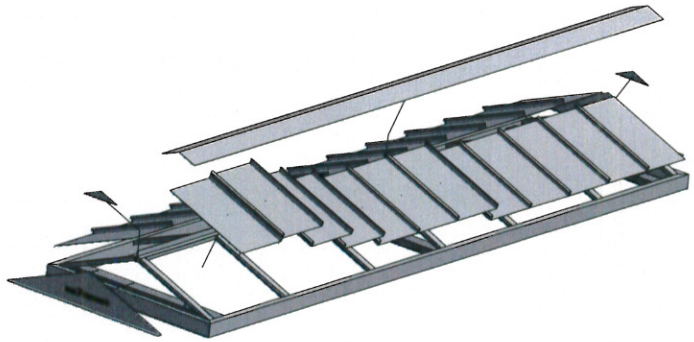
SM SHINGLES
SCALE 1 1/2"=1'
(+ overlap)



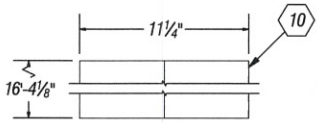
ROOF SHINGLE
SCALE 1=1'



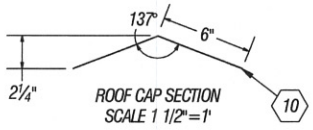
SM PROFILE
SCALE 1 1/2"=1'



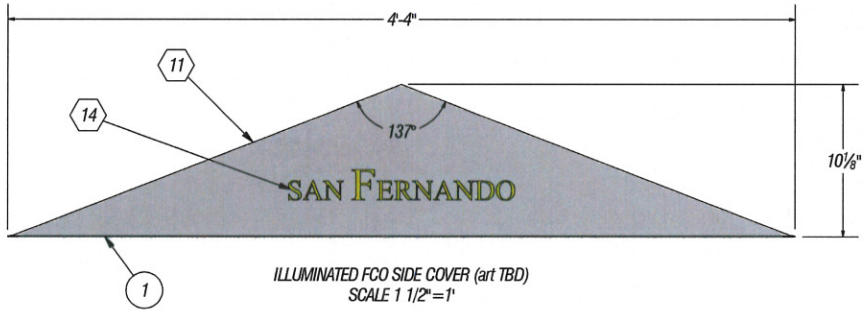
ROOF SHEET METAL ASSEMBLY
SCALE 3/8"= 1'



ROOF CAP LENGHT
SCALE 1 1/2"=1'



ROOF CAP SECTION
SCALE 1 1/2"=1'



ILLUMINATED FCO SIDE COVER (art TBD)
SCALE 1 1/2"=1'

Material Legend	
1	1/4" Steel Plate
2	3/8" Steel Plate
3	1-1/2" x 1/4" Steel Flat Bar
4	3" x 3" x 3/16" Steel Square Tube
5	2-1/2" x 2-1/2" x 1/4" Steel Sq Tube
6	2" x 3" x 1/4" Steel Rec Tube
7	2" x 4" x 1/8" Aluminum Rec Tube
8	1" x 2" x 1/8" Aluminum Rec Tube
9	2" x 4" x 1/4" Aluminum Channel
10	0.040" Aluminum Sheet Metal
11	0.063" Aluminum Sheet Metal
12	0.090" Aluminum Sheet Metal
13	0.125" Aluminum Sheet Metal
14	1/8" White Acrylic Plastic
15	1-1/2" x 1-1/2" x 1/8" Al Angle

Finish Legend	
1	Polyester Powder Coat BK12
2	
3	
4	
5	

Finish Legend	
1	
2	
3	
4	
5	

Project Name:	City of San Fernando
Address:	- - - -
City/State:	Los Angeles, California
Sales:	Scott Blakely
Drawn By:	Carlos Garcia

Drawing:	
Description:	
Date:	2/1/2013
Comments:	Sheet Metal Roof "Standing Seam"

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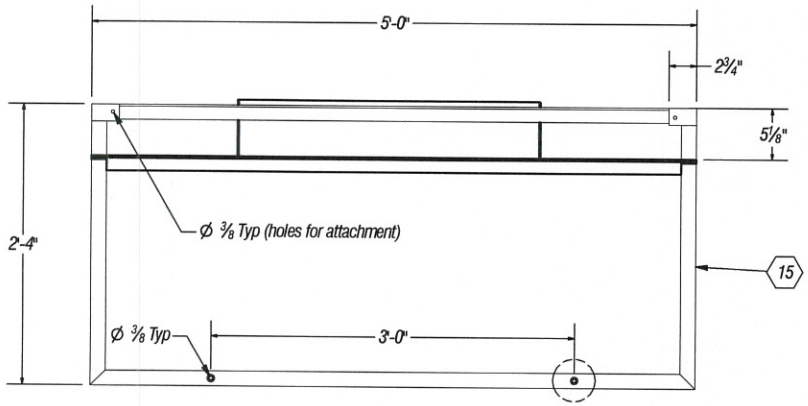
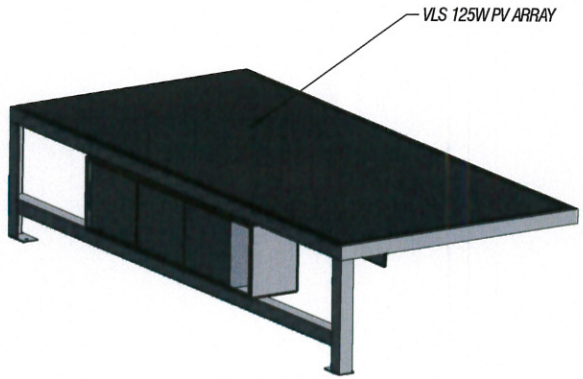
△	Date:	By:	

Sheet: 6 of 8

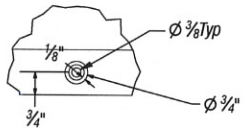


BOTTOM VIEW
SCALE 1"=1'

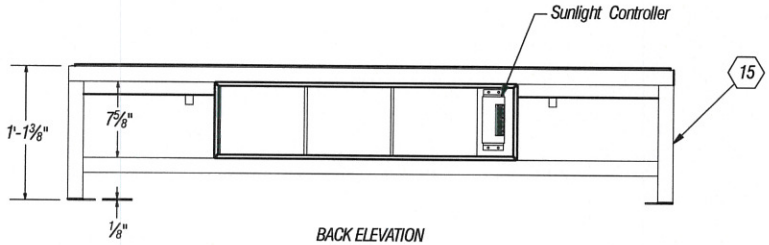
ATTACHMENT SPACER



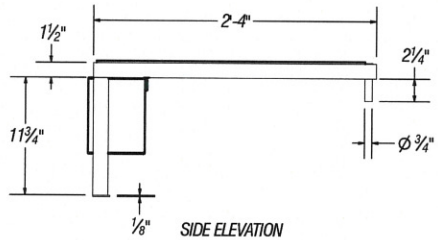
ISOMETRIC VIEW
SCALE 1"=1'



DETAIL ATTACHMENT SPACER
SCALE 3"=1'



BACK ELEVATION
SCALE 1"=1'



SIDE ELEVATION
SCALE 1"=1'

Material Legend	
1	1/4" Steel Plate
2	3/8" Steel Plate
3	1-1/2" x 1/4" Steel Flat Bar
4	3" x 3" x 3/16" Steel Square Tube
5	2-1/2" x 2-1/2" x 1/4" Steel Sq Tube
6	2" x 3" x 1/4" Steel Rec Tube
7	2" x 4" x 1/8" Aluminum Rec Tube
8	1" x 2" x 1/8" Aluminum Rec Tube
9	2" x 4" x 1/4" Aluminum Channel
10	0.040" Aluminum Sheet Metal
11	0.063" Aluminum Sheet Metal
12	0.090" Aluminum Sheet Metal
13	0.125" Aluminum Sheet Metal
14	1/8" White Acrylic Plastic
15	1-1/2" x 1-1/2" x 1/8" Al Angle

Finish Legend	
1	Polyester Powder Coat BK12
2	
3	
4	
5	

Finish Legend	
1	
2	
3	
4	
5	

Project Name:	City of San Fernando
Address:	----
City/State:	Los Angeles, California
Sales:	Soctt Blakely
Drawn By:	Carlos Garcia

Drawing:	
Description:	
Date:	2/1/2013
Comments:	Solar mounting structure

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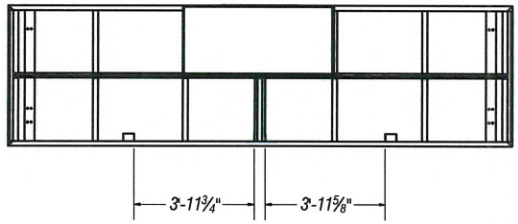
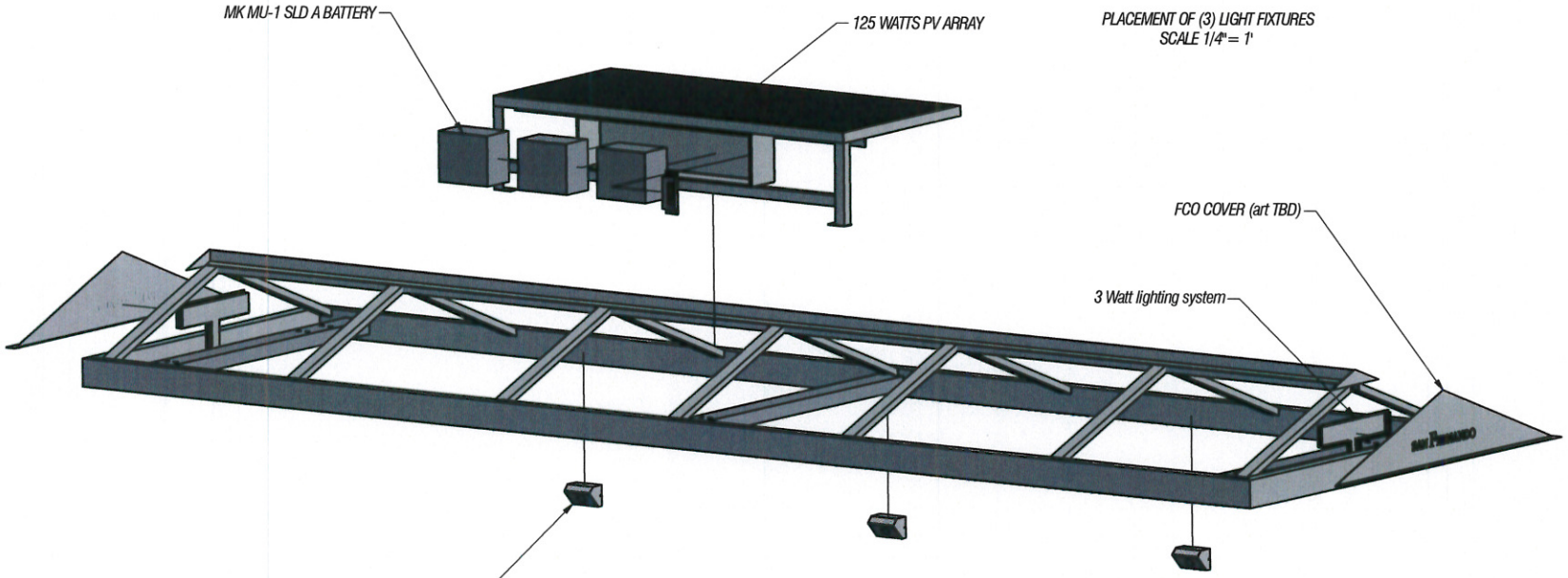
Hawthorne, California 90250
Tel 800 338 3387 / 310 978 2000
Fax 310 978 4000

△	Date:	By:	

Sheet 7 of 8



PLACEMENT OF (3) LIGHT FIXTURES
SCALE 1/4" = 1'



SOLAR SYSTEM LAYOUT
SCALE 3/4" = 1'

Material Legend	
1	1/4" Steel Plate
2	3/8" Steel Plate
3	1-1/2" x 1/4" Steel Flat Bar
4	3" x 3" x 3/16" Steel Square Tube
5	2-1/2" x 2-1/2" x 1/4" Steel Sq Tube
6	2" x 3" x 1/4" Steel Rec Tube
7	2" x 4" x 1/8" Aluminum Rec Tube
8	1" x 2" x 1/8" Aluminum Rec Tube
9	2" x 4" x 1/4" Aluminum Channel
10	0.040" Aluminum Sheet Metal
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12	0.090" Aluminum Sheet Metal
13	0.125" Aluminum Sheet Metal
14	1/8" White Acrylic Plastic
15	1-1/2" x 1-1/2" x 1/8" Al Angle

Finish Legend	
1	Polyester Powder Coat BK12
2	
3	
4	
5	

Finish Legend	
1	
2	
3	
4	
5	

Project Name:	City of San Fernando
Address:	----
City/State:	Los Angeles, California
Sales:	Scott Blakely
Drawn By:	Carlos Garcia

Drawing:	
Description:	
Date:	2/1/2013
Comments:	Illumination Layout

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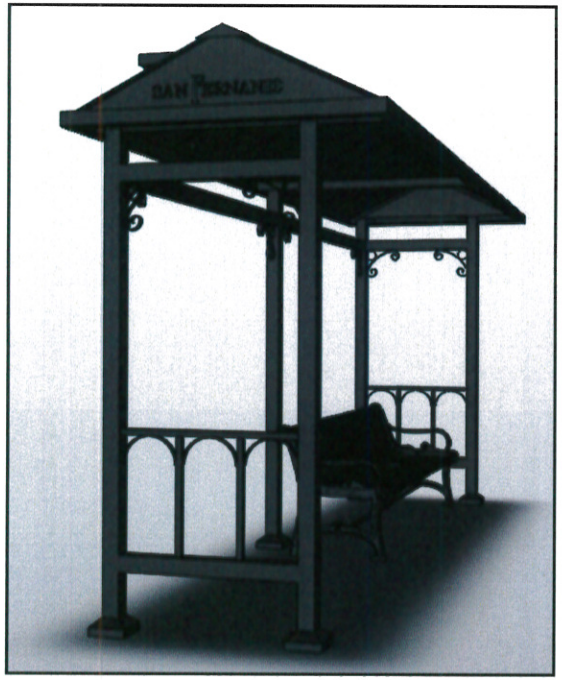
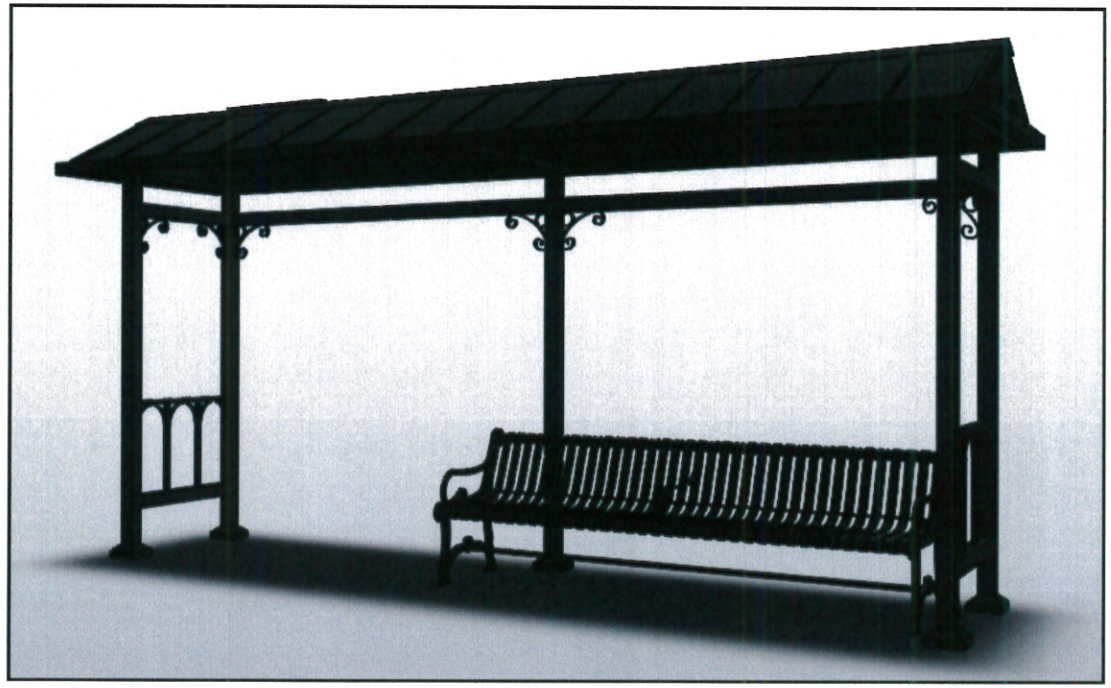
△	Date:	By:	

Sheet 8 of 8

San Fernando

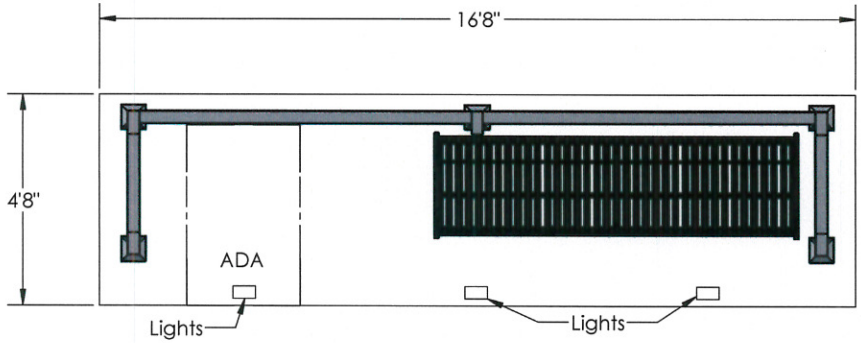
Option 3



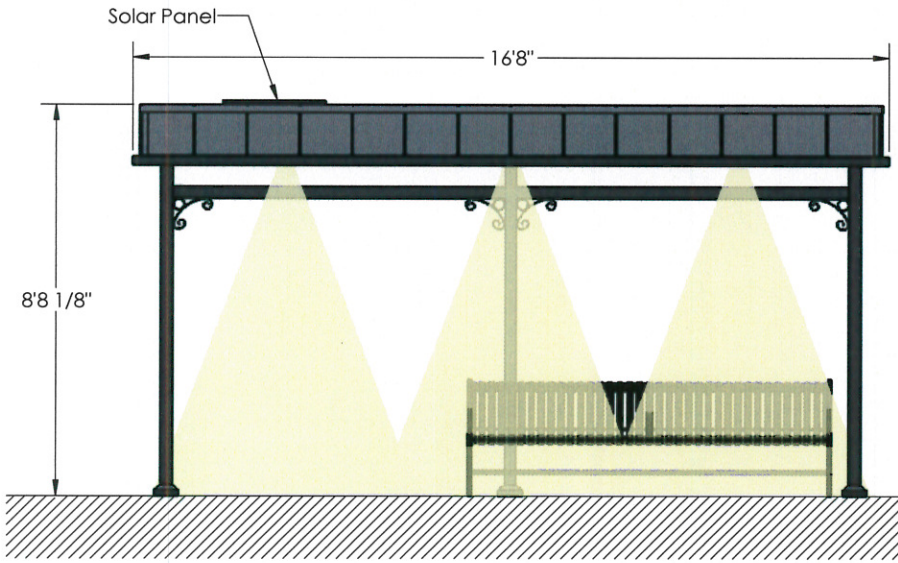


2012 LNI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP:\\WWW.LNISIGNS.COM

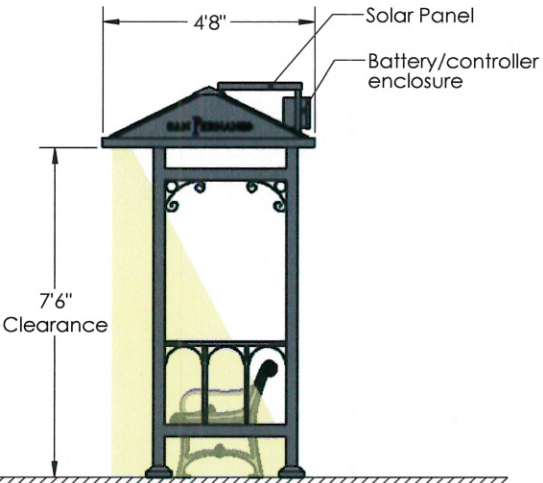
Option 3



TOP VIEW



FRONT VIEW



SIDE VIEW

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12536 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP:\\WWW.LNISIGNS.COM

PROJECT NAME: City of San Fernando	Roof Side Cover Art		
ADDRESS :	REVISION	DATE	DESCRIPTION
CITY / STATE: City of San Fernando	-	-	-
SALES PERSON: Scott Blakely DATE: 02-15-2013	-	-	-
DRAWN BY: Carlos Garcia SCALE: 1-1/2"=1'	-	-	-

LNI Custom Manufacturing Inc.
12536 Chadron Ave., Hawthorne, CA 90250
Phone: 310.978.2000 Facsimile: 310.978.4000
www.lnisigns.com

Page 1

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SAN FERNANDO

CE-8D-V

2/14/2013

Cosstum Manufacturing
Since 1952

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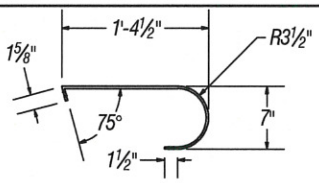
Hawthorne, California 90250
Tel 800 338 3387 / 310 978 2000
Fax 310 978 4000

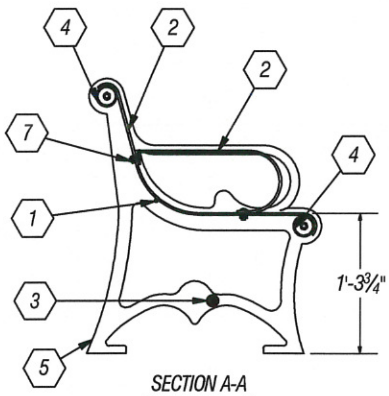
OR EQUIVALENT

ISOMETRIC VIEW
SCALE 3/8"=1'

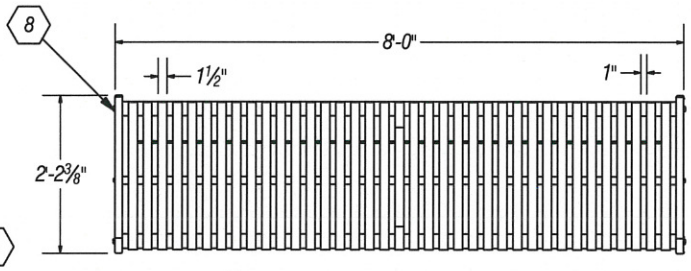


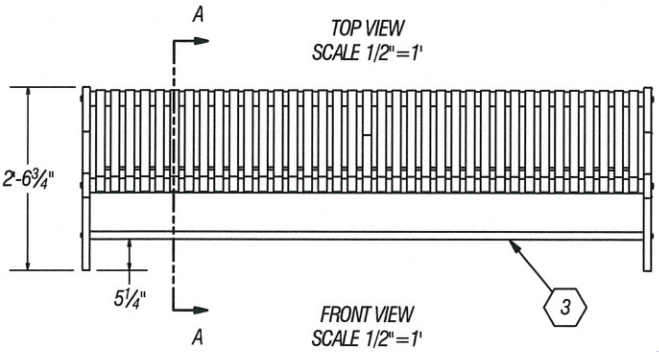
A-VAGRANT ELEVATION
SCALE 3/4"=1'

ANTI-VAGRANT
SCALE 1/2"=1'



SECTION A-A
SCALE 3/4"=1'





TOP VIEW
SCALE 1/2"=1'

FRONT VIEW
SCALE 1/2"=1'

Material Legend

1	3/8" Steel Round Bar
2	1/4" x 1-1/2" Steel Flat Bar
3	1" Steel Pipe Sch 40
4	2" Steel Pipe Sch 40
5	1-1/2" Deep Cast End
6	3/8" x 2" Pan Head Bolt
7	3/8" x 1" Carriage Bolt
8	1/2" x 3-1/2" Pan Head Bolt
9	
10	
11	
12	
13	
14	
15	
16	
17	

Finish Legend

1	Anti-Graffiti Polyester Powder Coat BK12
2	
3	
4	
5	

Vinyl Legend

1	
2	
3	
4	

Project Name:	City of San Fernando		
Address:	- - - -		
City / State:	California		
Sales Person:	Scott Blakely	Date: 2/14/2013	
Drawn By:	Carlos Garcia	Paper Size: A 8-1/2" X 11"	

Model: CE-8-D-V

Revision	Date	Description

12535 Chadron Avenue
Hawthorne, California 90250
Tel 800 338 3387 / 310 978 2000
Fax 310 978 4000

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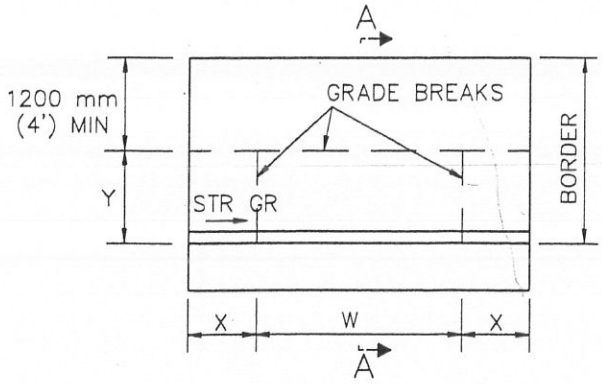
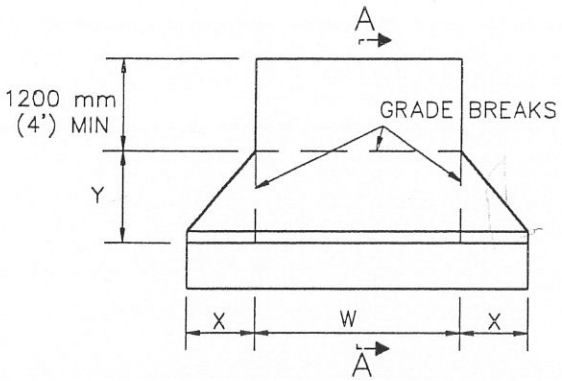
Page: 2 of 2

APPENDIX PART III

CONCRETE WORK STANDARD DRAWINGS



TYPE A



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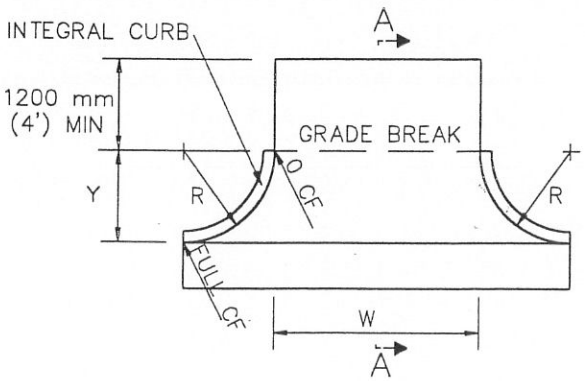
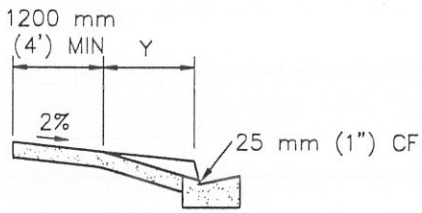


TYPE C



SECTION A–A

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

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. iF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.

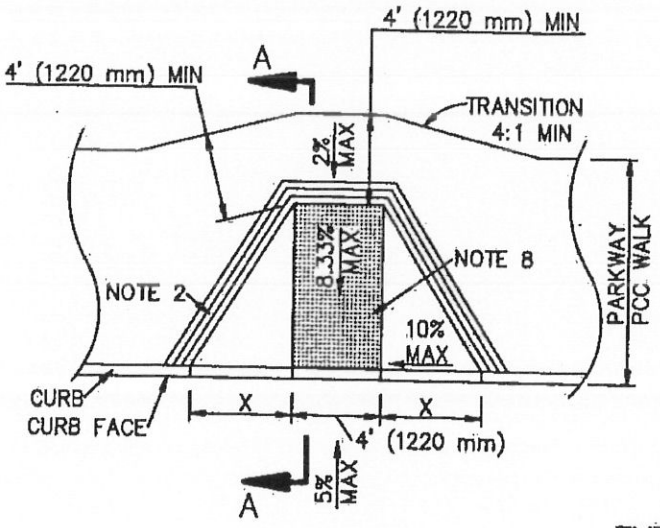
AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

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

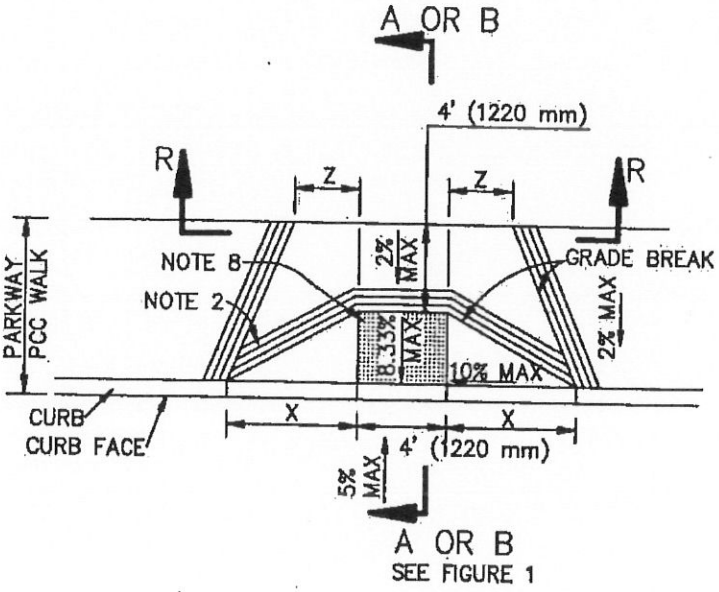
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN METRIC 110 - 1 SHEET 1 OF1



TYPE 1

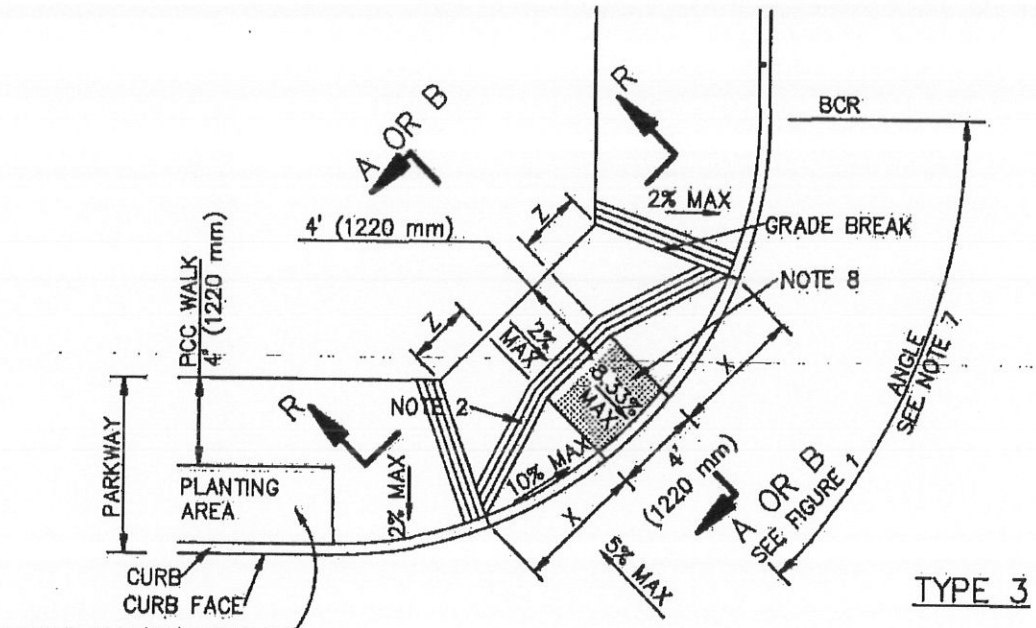


TYPE 2

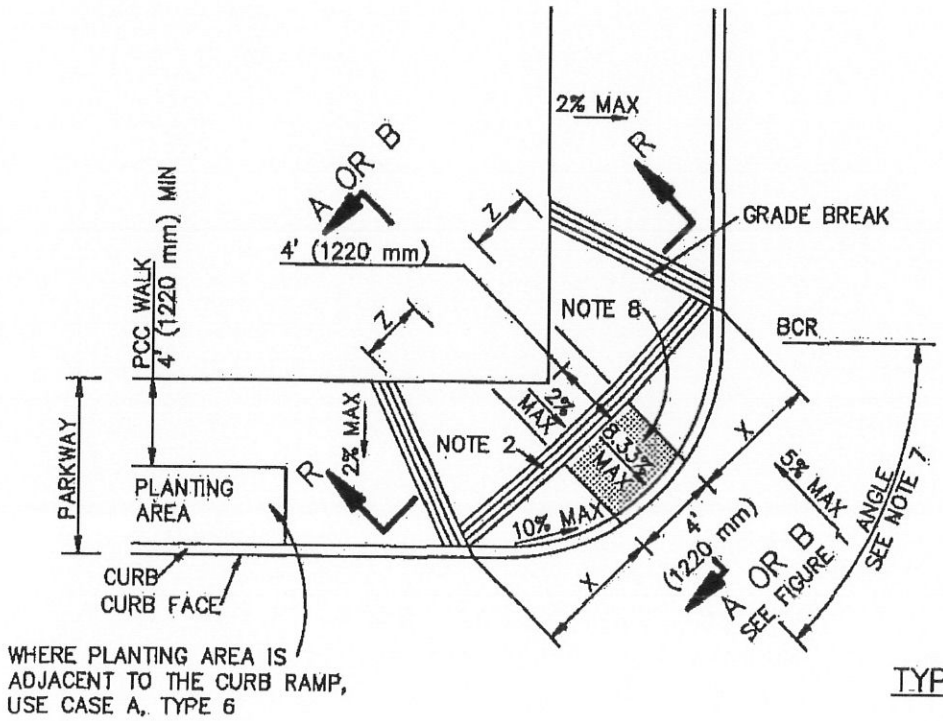
CASE A

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

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC, GREENBOOK COMMITTEE 1992 REV. 1996, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111-5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



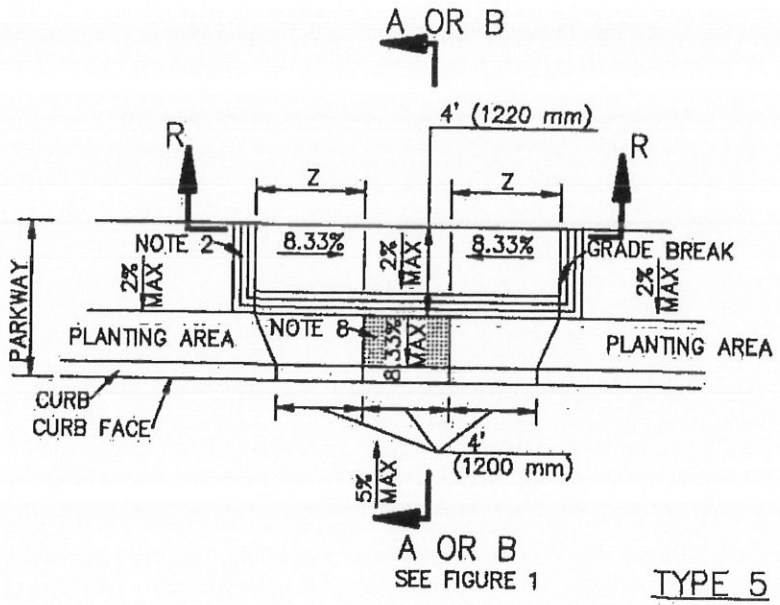
TYPE 3



TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 2 OF 10



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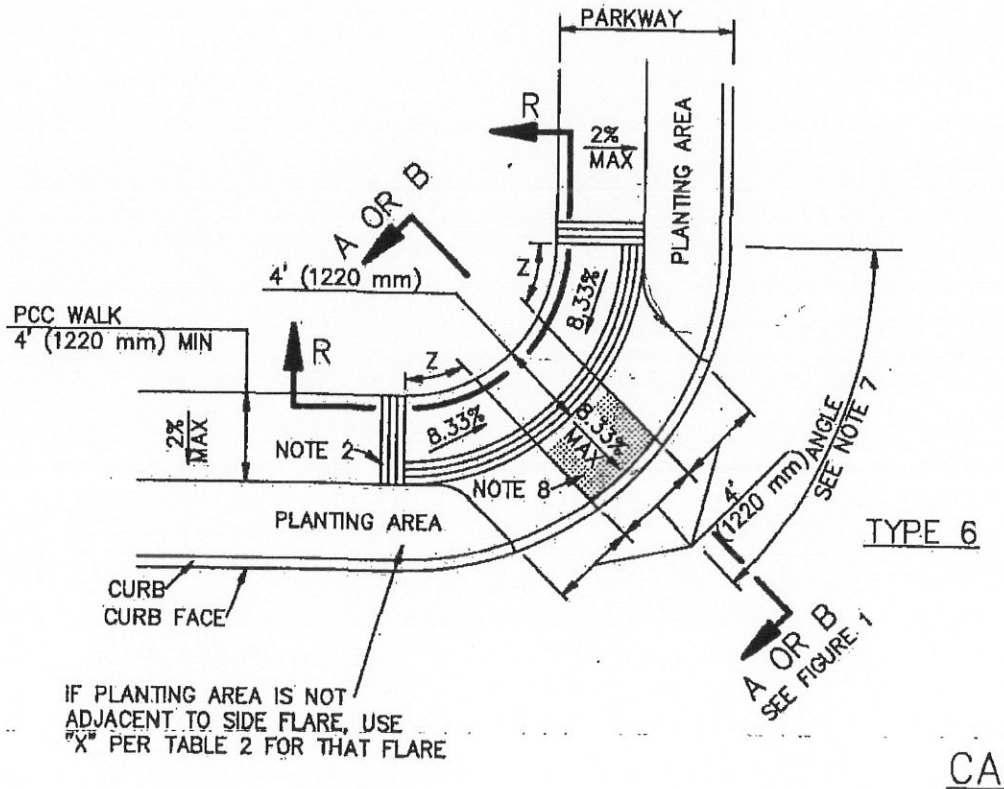
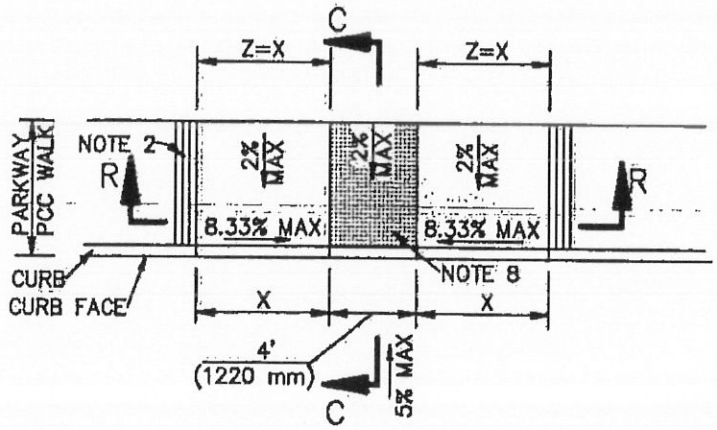


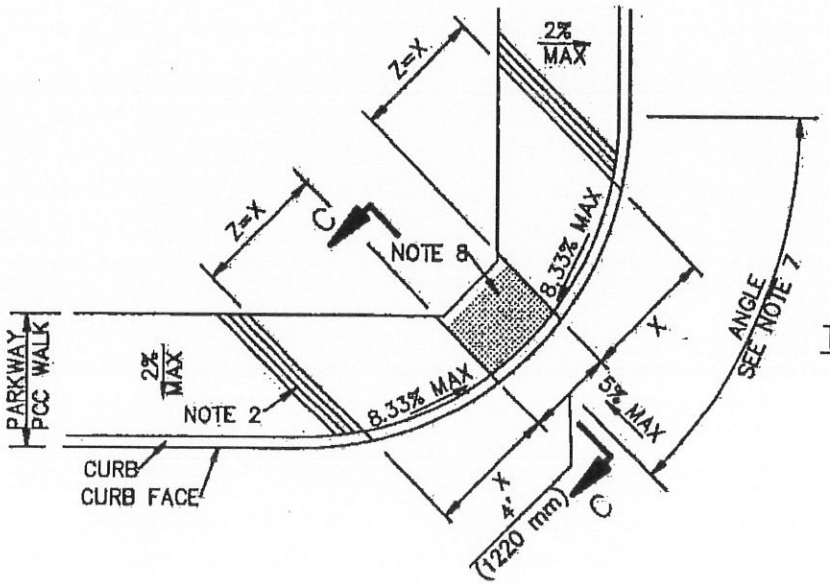
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 3 OF 10



TYPE 1

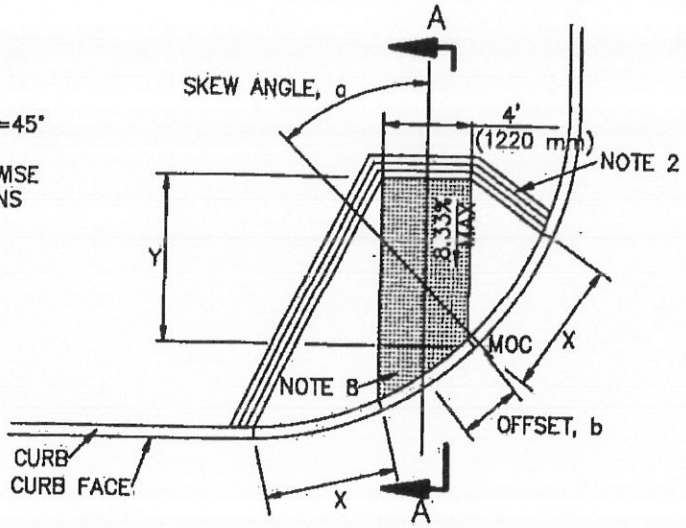


TYPE 2

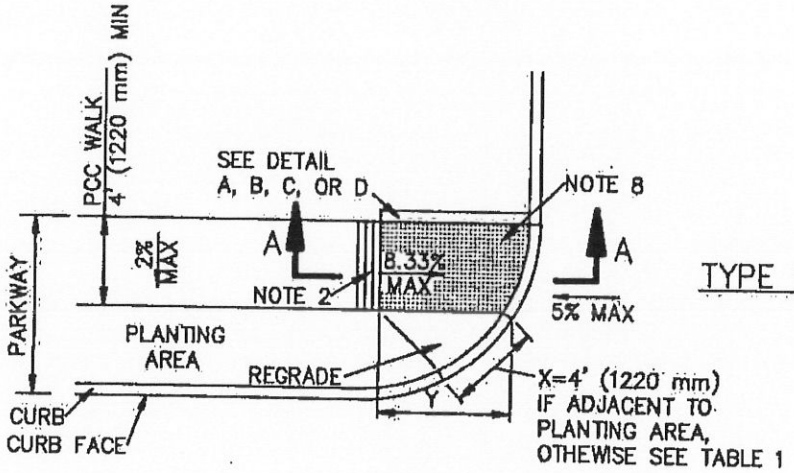
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 4 OF 10

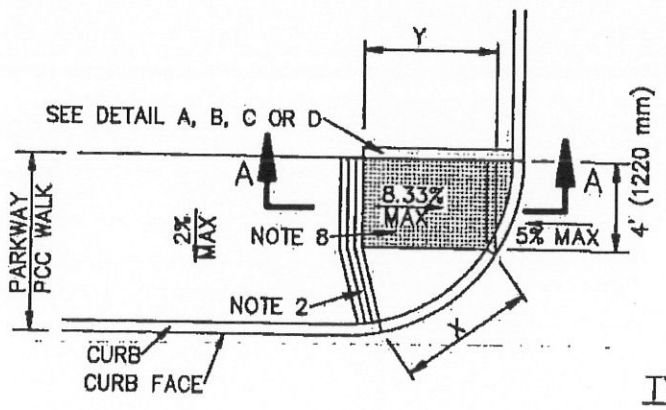
SKEW ANGLE α=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



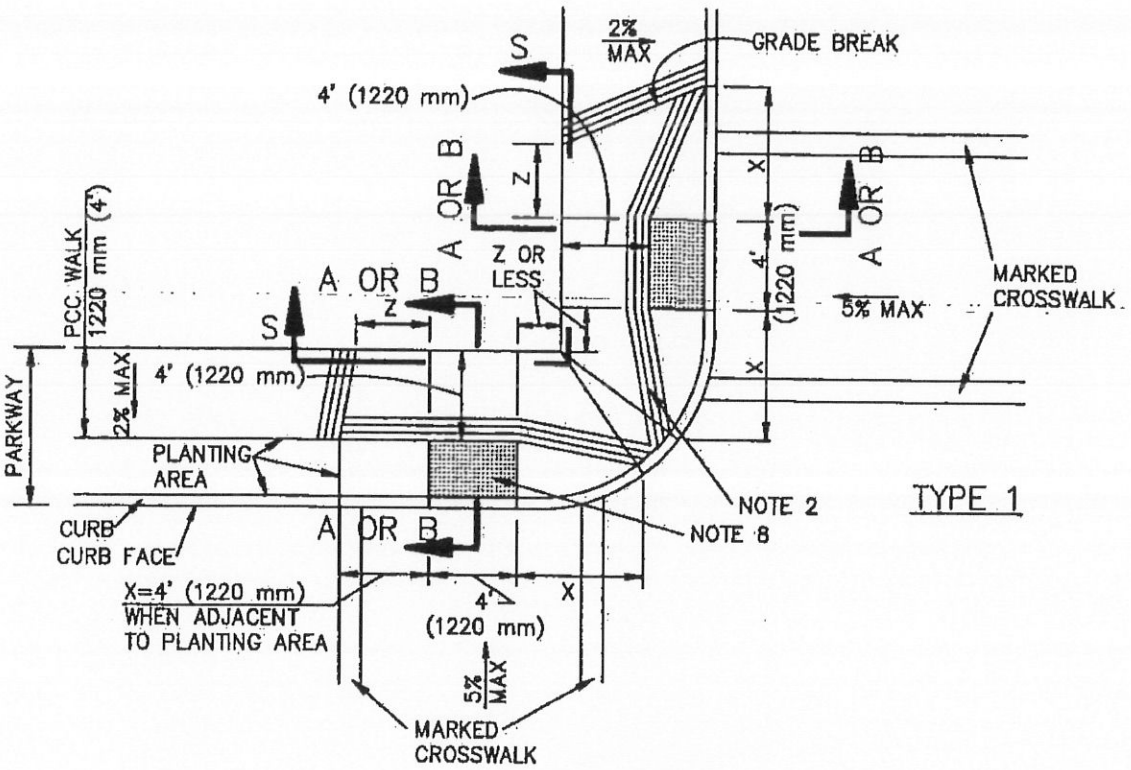
TYPE 1

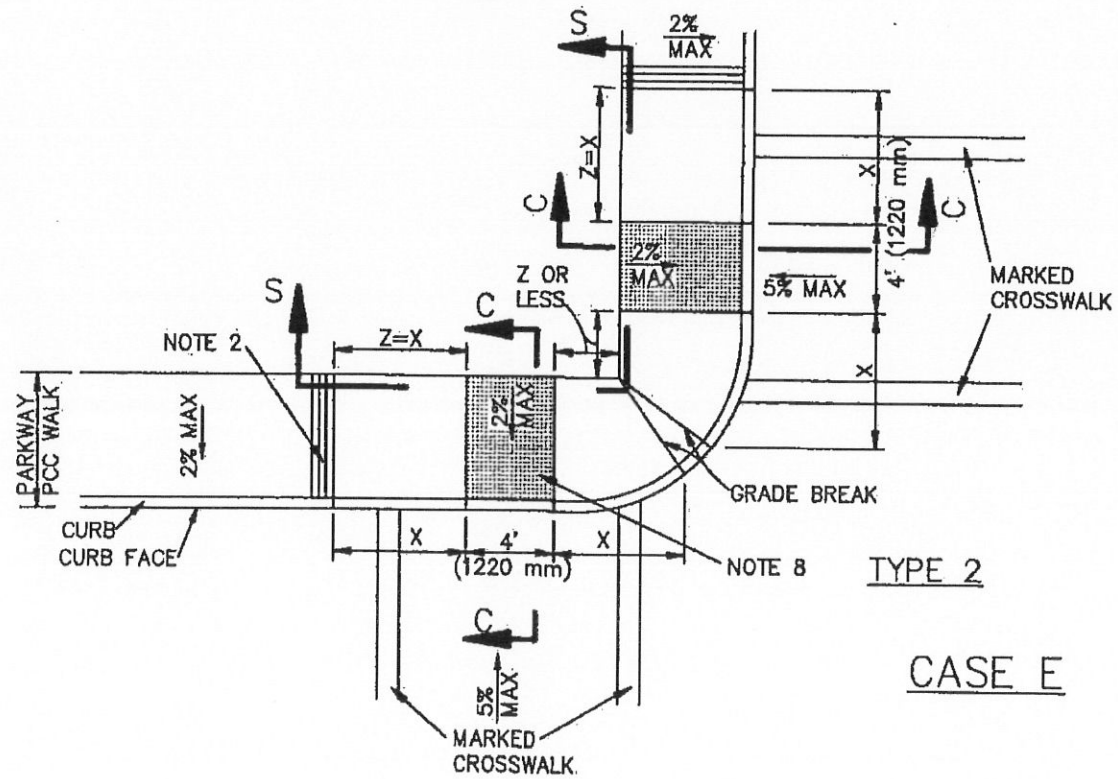


TYPE 2

CASE D

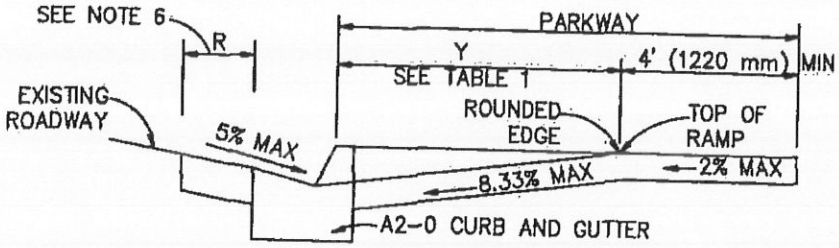
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10





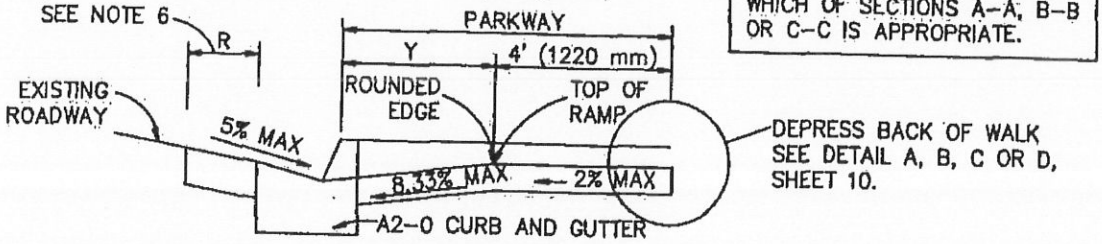
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 8 OF 10

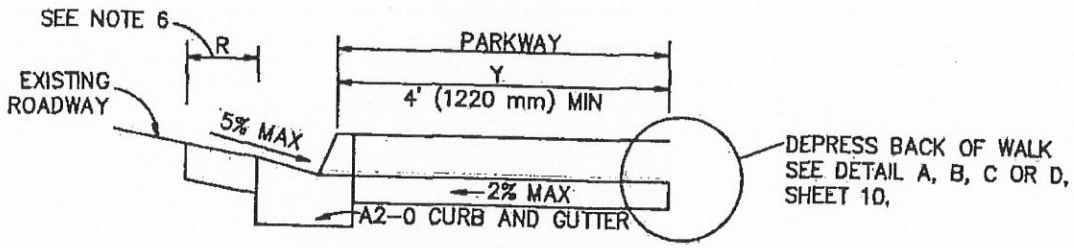


SECTION A-A

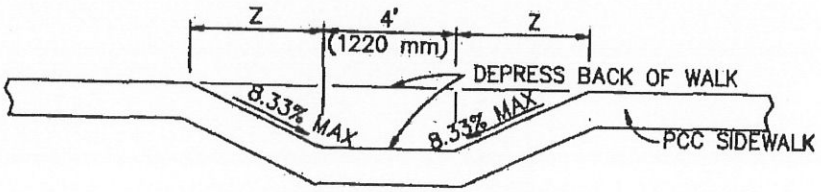
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



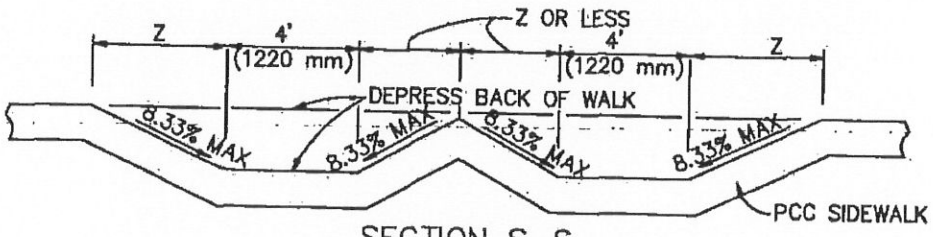
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 7 OF 10

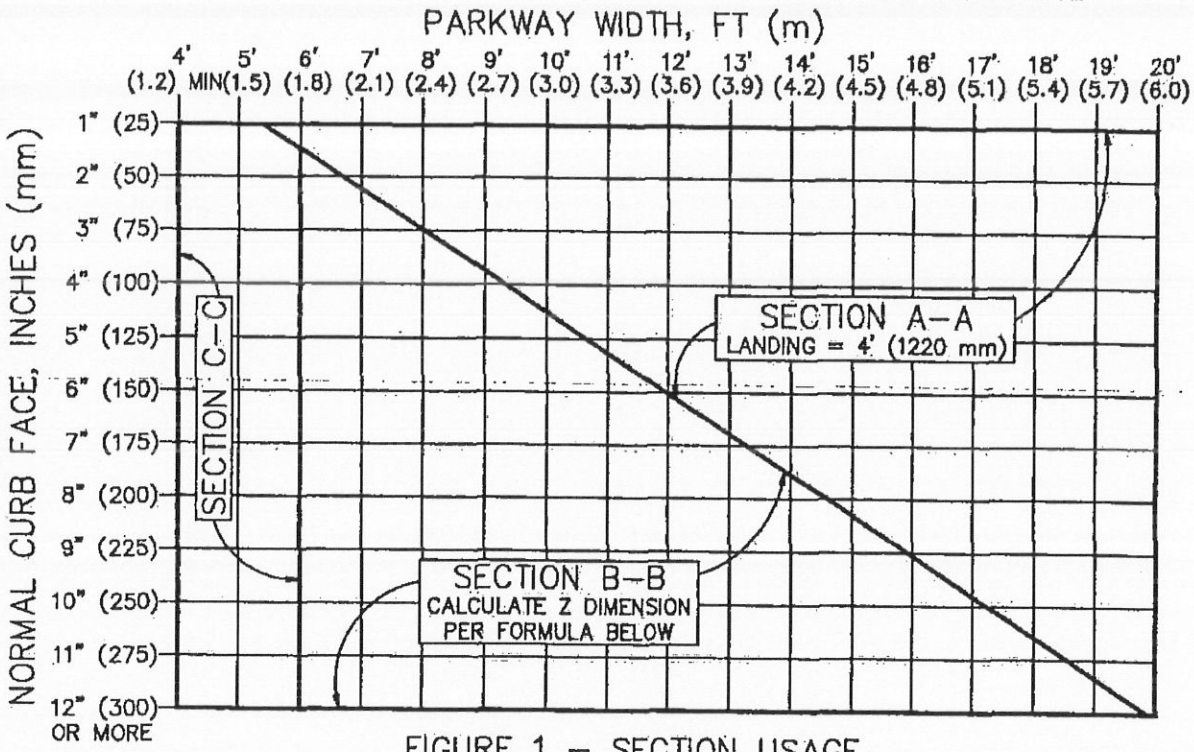


FIGURE 1 – SECTION USAGE

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

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

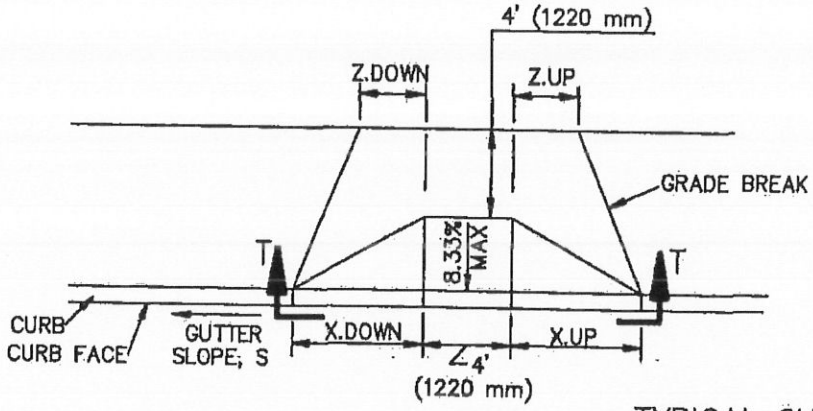
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

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

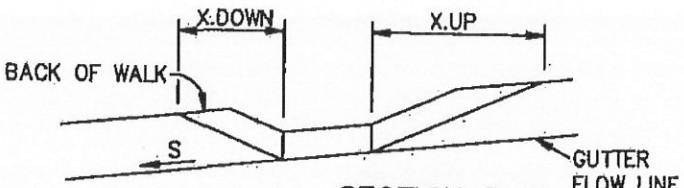
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

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

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

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

FOR EXAMPLE, X.DOWN = X x K.DOWN

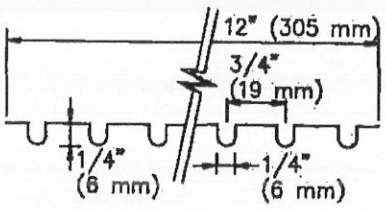
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 – SLOPE ADJUSTMENTS

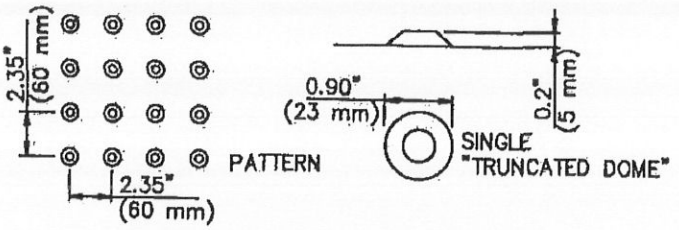
TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

STREET SLOPE ADJUSTMENTS

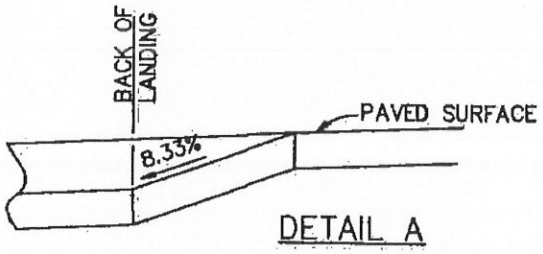
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 9 OF 10



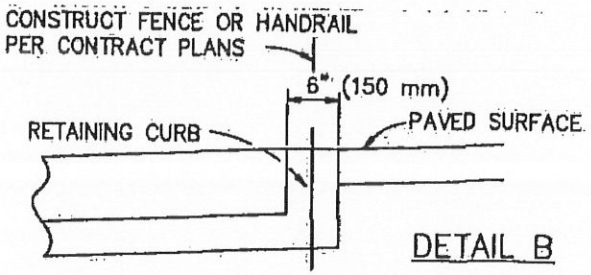
GROOVING DETAIL



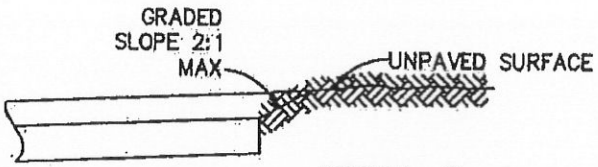
DETECTABLE WARNING DETAIL



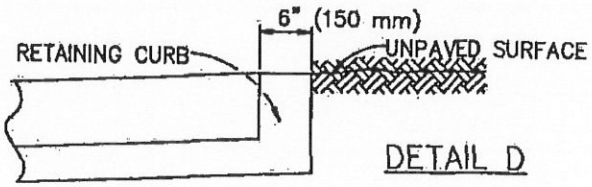
DETAIL A



DETAIL B



DETAIL C

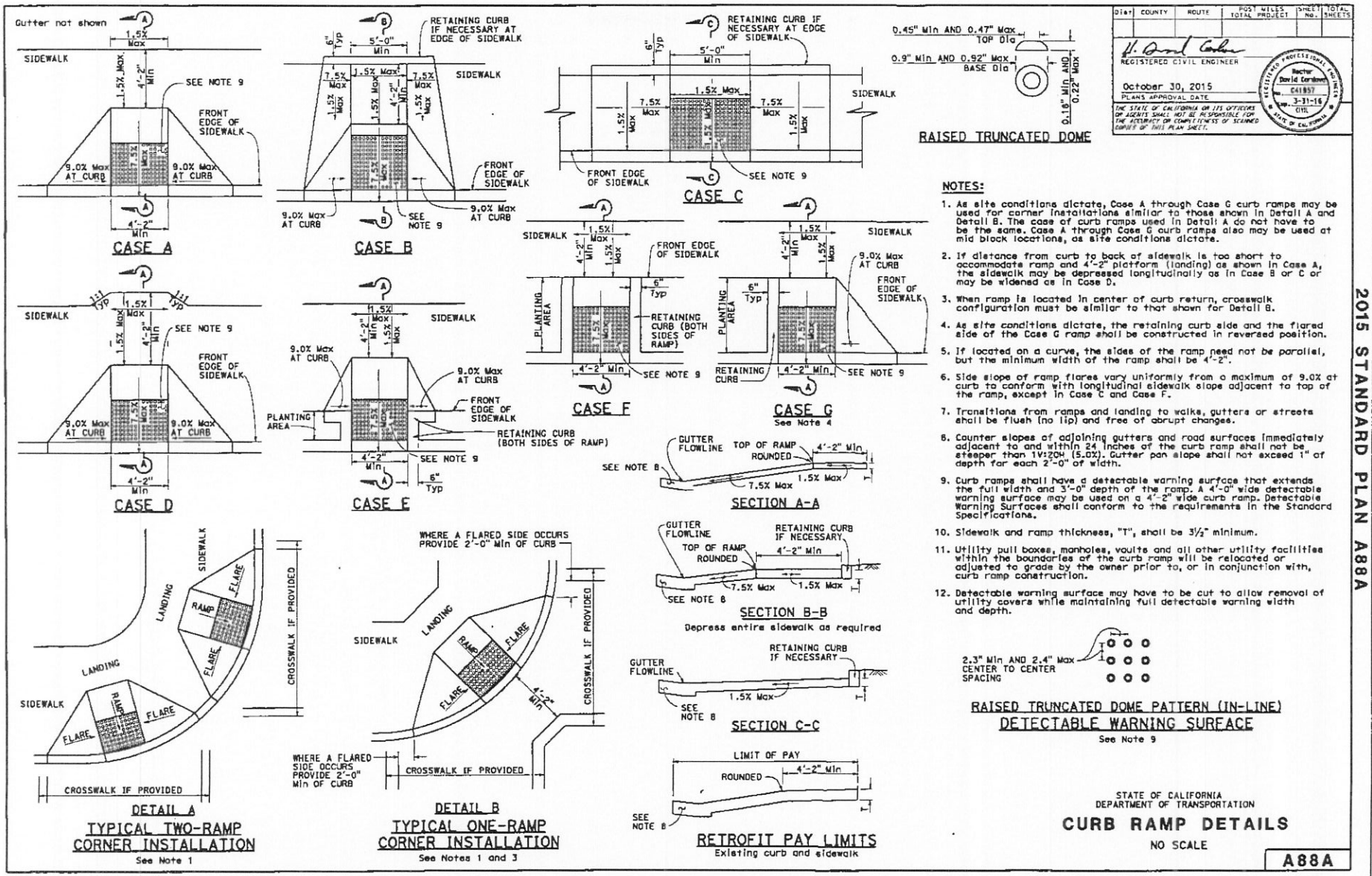


DETAIL D

GENERAL NOTES:

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

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-2".
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. Transitions from ramps and landing to walks, gutters or streets shall be flush (no lip) and free of abrupt changes.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. A 4'-0" wide detectable warning surface may be used on a 4'-2" wide curb ramp. Detectable Warning Surfaces shall conform to the requirements in the Standard Specifications.
10. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
11. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
12. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining full detectable warning width and depth.

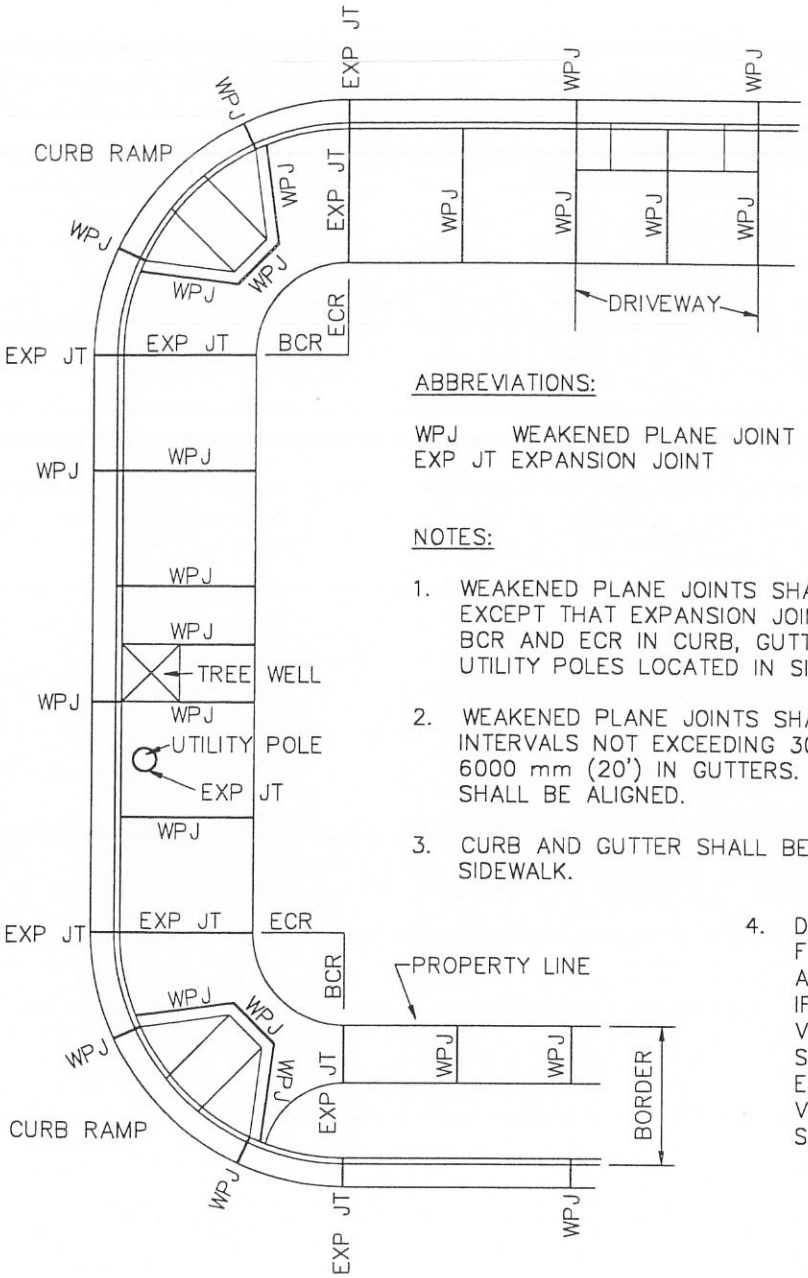
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

Return to Table of Contents



ABBREVIATIONS:

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

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 3000 mm (10') IN WALKS AND 6000 mm (20') IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.
4. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.

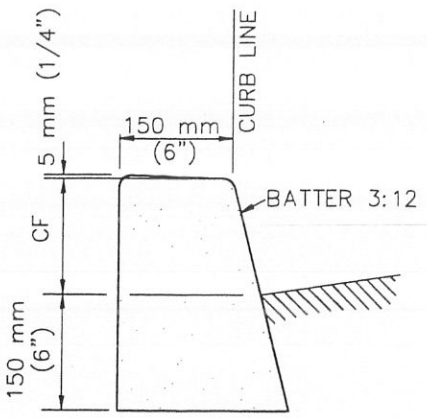
AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

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

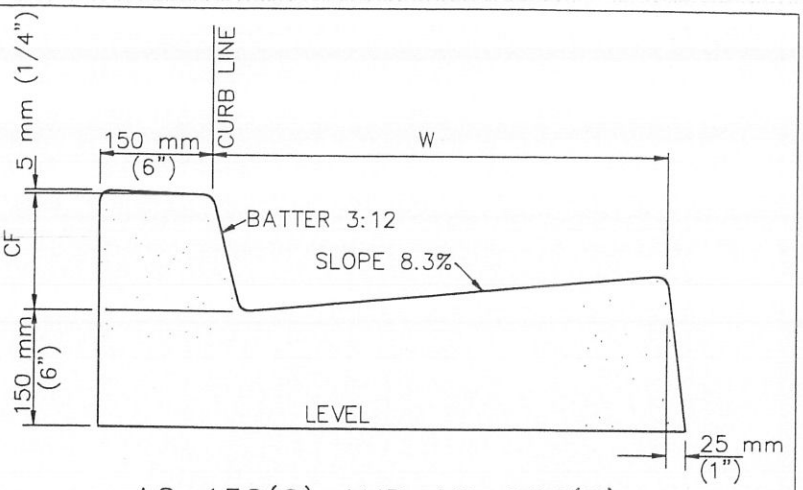
CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN METRIC 112 - 1 SHEET 1 OF 1



A1–150(6) AND A1–200(8)



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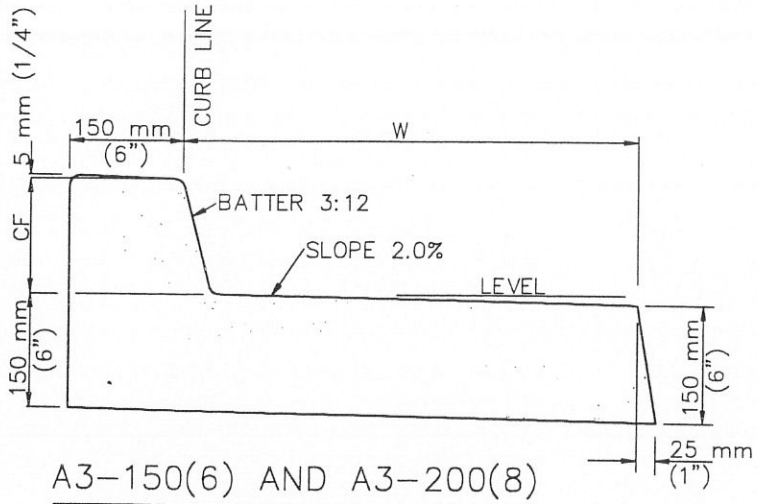

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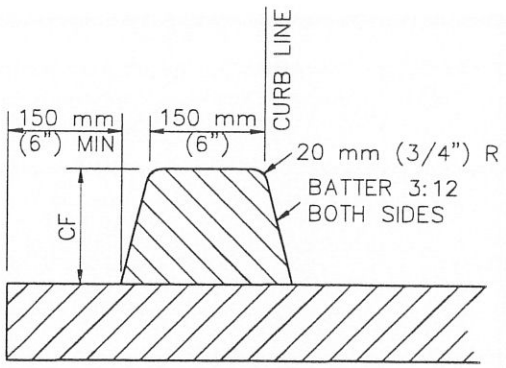
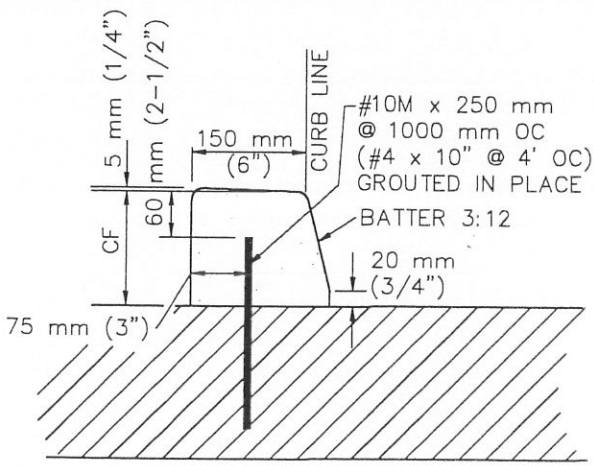


D1–150(6) AND D1–200(8)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, mm (INCHES).
2. GUTTER WIDTH, W, IS 600 mm (24") UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 15 mm (1/2") RADIUS.
7. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. USE EITHER METRIC OR ENGLISH VALUES, AS REQUIRED, BUT NOT BOTH, EXCEPT THAT ASTM 615 REINFORCING STEEL MAY BE SUBSTITUTED FOR ASTM 615M STEEL.

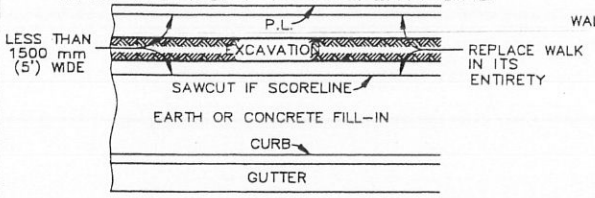


C1–150(6) AND C1–200(8)

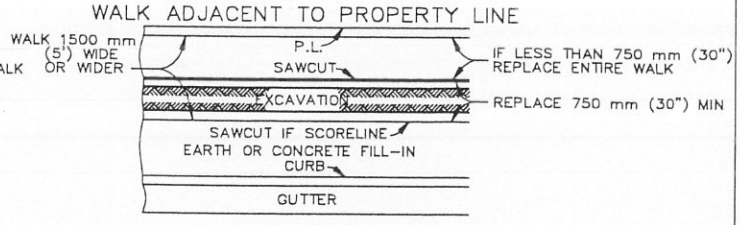
AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996	**CURB AND GUTTER — BARRIER** USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN METRIC 120 - 1 SHEET 1 OF 1

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

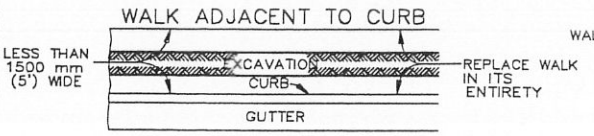
WALK LESS THAN 1500 mm (5') WIDE
WALK ADJACENT TO PROPERTY LINE



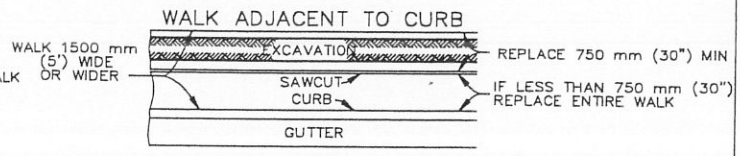
WALK 1500 mm (5') WIDE OR WIDER
WALK ADJACENT TO PROPERTY LINE



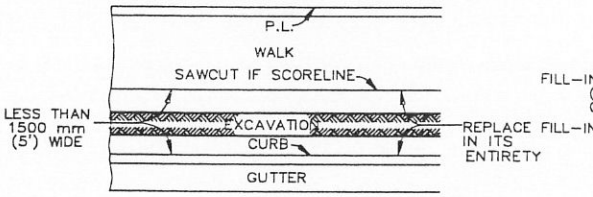
WALK ADJACENT TO CURB



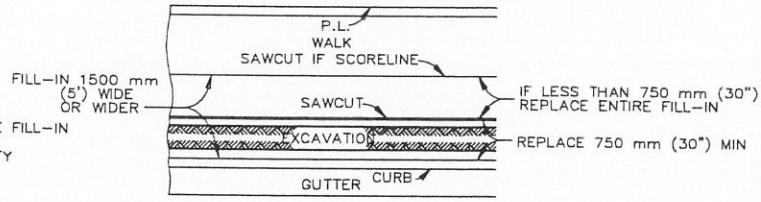
WALK ADJACENT TO CURB



FILL–IN LESS THAN 1500 mm (5') WIDE

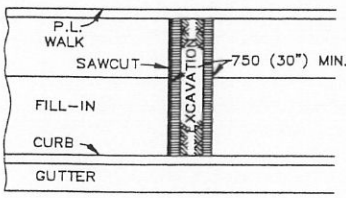


FILL–IN 1500 mm (5') WIDE OR WIDER



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

(THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS)



IF AN EXCAVATION FALLS WITHIN 750 mm (30") OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.
IF AN EXCAVATION FALLS WITHIN 300 mm (12") OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT PRIOR TO REMOVAL.
THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 750 mm (30").

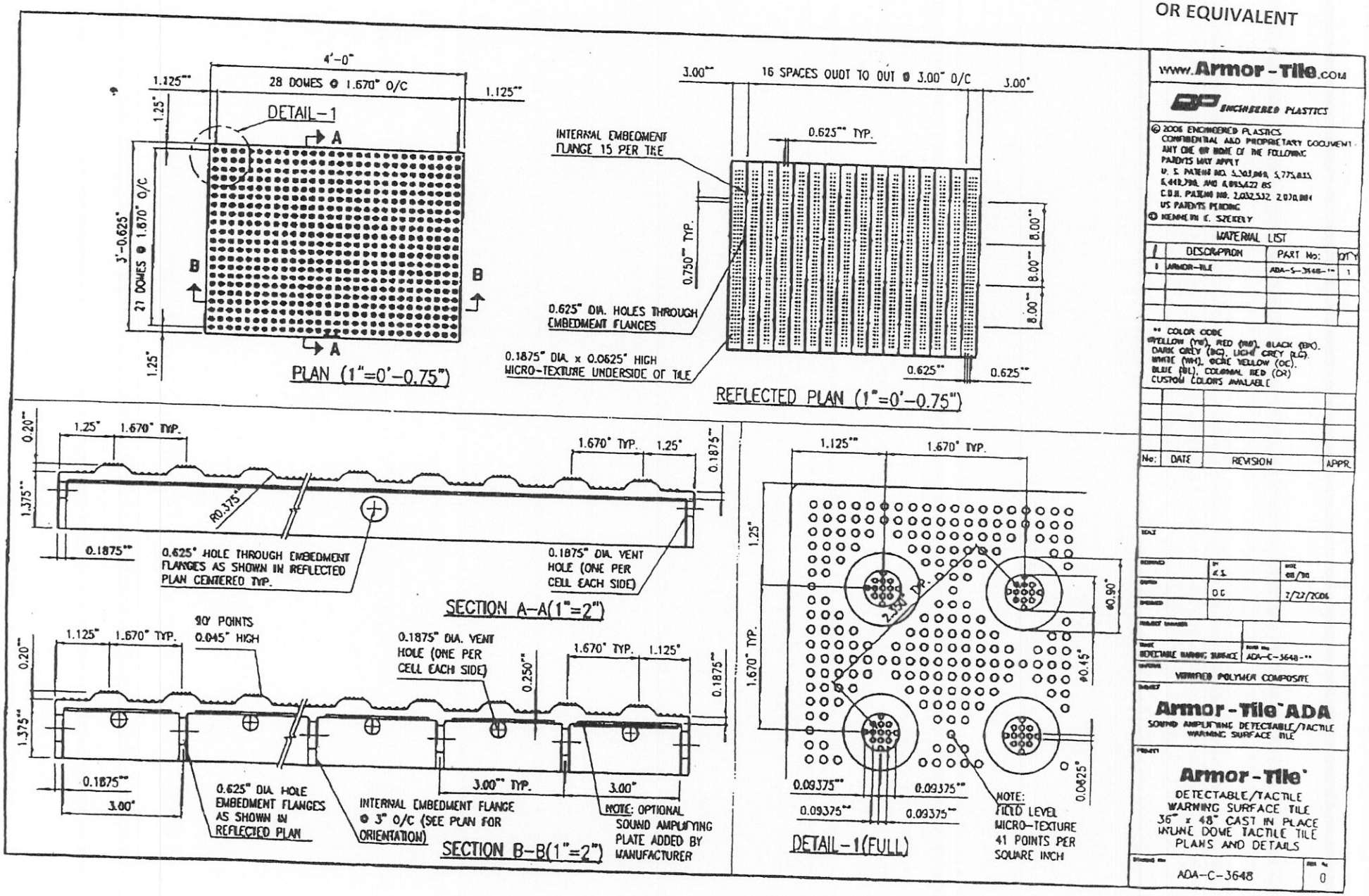
NOTES

1. CONCRETE WALK, FILL–IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 3300 mm (11') SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 3300 mm (11') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 750 mm (30") IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 4200 mm (14').
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 3300 mm (11') OR MORE MAY BE CUT IN THE X OR R SECTION. REPLACEMENT SHALL BE THE ENTIRE X OR R SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE X OR R SECTION SHALL MATCH EXISTING CONSTRUCTION.
8. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH VALUES ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996	**SIDEWALK & DRIVEWAY REPLACEMENT**	STANDARD PLAN METRIC 113 - 1
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 1

OR EQUIVALENT



www.Armor-Tile.com

ENGINEERED PLASTICS

© 2006 ENGINEERED PLASTICS
CONFIDENTIAL AND PROPRIETARY DOCUMENT
ANY ONE OR MORE OF THE FOLLOWING
PATENTS MAY APPLY
U. S. PATENT NO. 5,303,869, 5,775,833
6,448,298, AND 6,895,622 B2
C.D.N. PATENT NO. 2,032,532, 2,030,884
US PATENTS PENDING
KENNETH C. SZEKELY

MATERIAL LIST

	DESCRIPTION	PART No:	QTY
1	ARMOR-TILE	ADA-S-3648-**	1

** COLOR CODE
YELLOW (YW), RED (RD), BLACK (BK),
DARK GREY (DG), LIGHT GREY (LG),
WHITE (WH), ICON YELLOW (OC),
BLUE (BL), COLONIAL RED (CR)
CUSTOM COLORS AVAILABLE

No:	DATE	REVISION	APPR.

DRAWN: K.S. 08/30
CHECKED: D.C. 7/22/2006
PROJECT MANAGER:
NAME: DETECTABLE WARNING SURFACE
DRAWING No: ADA-C-3648-**
MATERIAL: VARIFIED POLYMER COMPOSITE

Armor-Tile® ADA
SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE

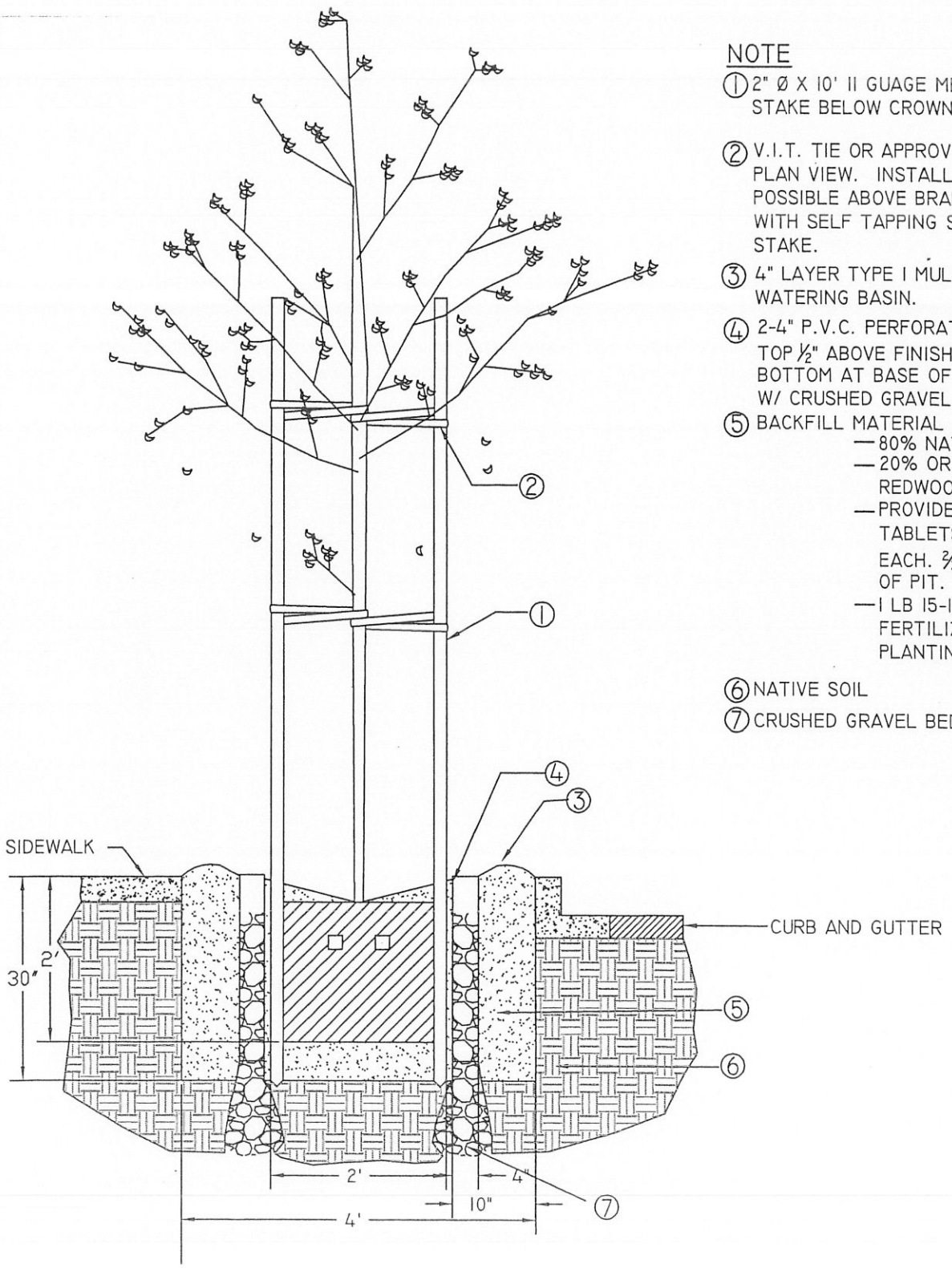
Armor-Tile®
DETECTABLE/TACTILE WARNING SURFACE TILE
36" x 48" CAST IN PLACE INTUNE DOME TACTILE TILE
PLANS AND DETAILS

DRAWING No: ADA-C-3648
REV No: 0

APPENDIX IV

CITY TREE PLANTING STANDARD DRAWINGS

PROFILE



NOTE

① 2" Ø X 10' 11 GUAGE METAL STAKE, STAKE BELOW CROWN OF TREE.

② V.I.T. TIE OR APPROVED EQUAL (4) SEE PLAN VIEW. INSTALL TREE TIES WHEN POSSIBLE ABOVE BRANCH CROTCHES WITH SELF TAPPING SCREWS TO METAL STAKE.

③ 4" LAYER TYPE I MULCH FOR WATERING BASIN.

④ 2-4" P.V.C. PERFORATED PIPE SET TOP ½" ABOVE FINISH GRADE SET BOTTOM AT BASE OF ROOTBALL FILL W/ CRUSHED GRAVEL.

⑤ BACKFILL MATERIAL
- 80% NATIVE SOIL
- 20% ORGANIC NITROLIZED REDWOOD SHAVINGS
- PROVIDE 4 FERTILIZER TABLETS (20-10-5) 21 GM. EACH. ⅔ UP FROM BOTTOM OF PIT.
- 1 LB 15-15-15 BALANCED FERTILIZER MIXED IN PLANTING SOIL

⑥ NATIVE SOIL

⑦ CRUSHED GRAVEL BED 12" X 12"

N.T.S

REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'VD

DRAWN BY:
DESIGNED BY:
CHECKED BY:

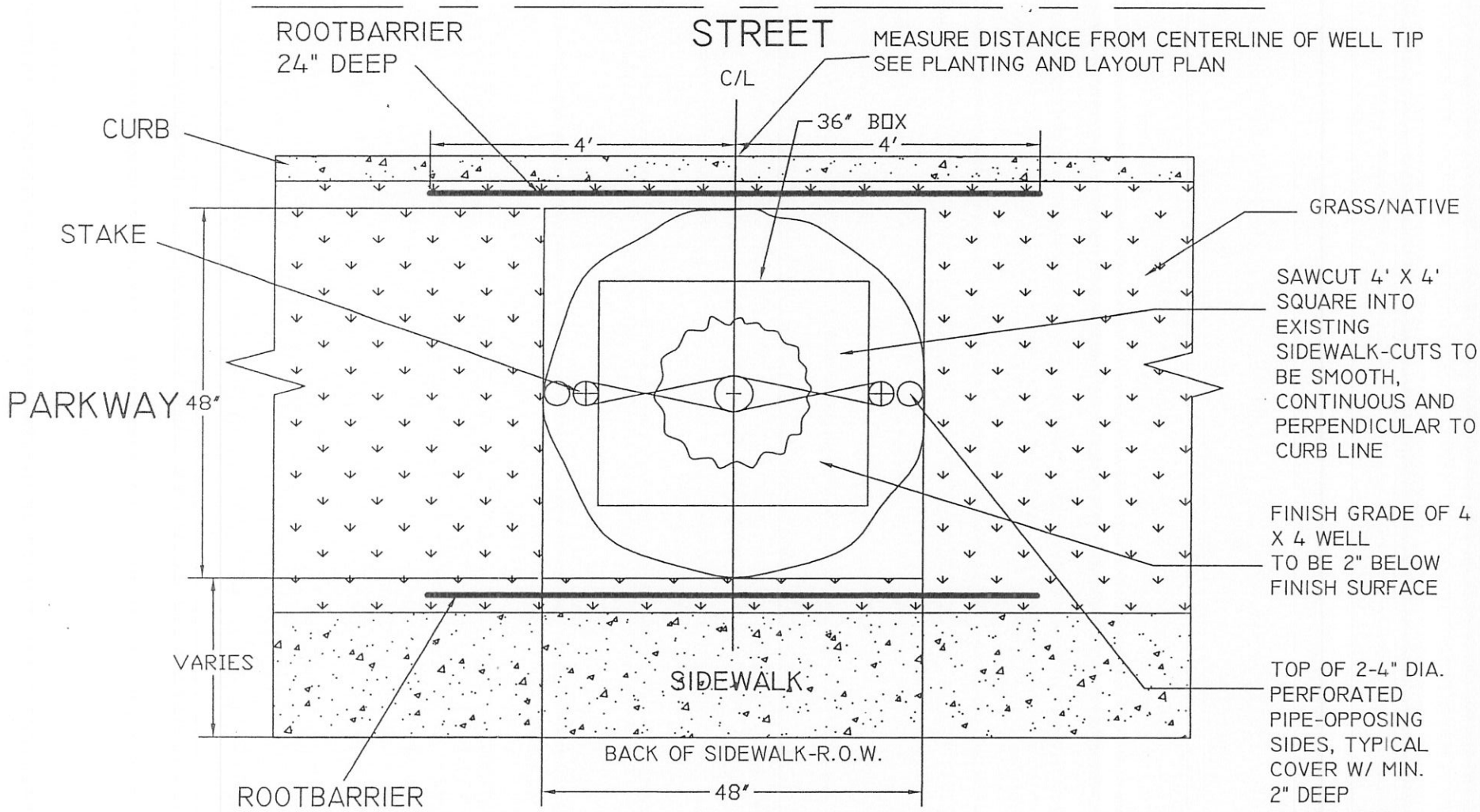
PREPARED UNDER THE SUPERVISION OF:
CIVIL ENGINEER ASSISTANT I, G. LAWRENCE DATE
E.I.T. NO.: 109559 EXP. DATE:
APPROVED BY:
CITY ENGINEER, ERWIN GALVEZ, P.E. DATE
R.C.E. NO.: 81908 EXP. DATE: 6-1-02

CITY OF SAN FERNANDO
HISTORIC & VISIONARY
CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

RESIDENTIAL TREE PLANTING

STANDARD PLAN ###
1 OF 2

PLAN VIEW



N.T.S.

REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'VD

DRAWN BY:
DESIGNED BY:
CHECKED BY:

PREPARED UNDER THE SUPERVISION OF:

CIVIL ENGINEER ASSISTANT II, D. LAWRENCE DATE
E.I.T. NO.: 109503 EXP. DATE:

APPROVED BY:

CITY ENGINEER, EDWIN GALVEZ, P.E. DATE
R.C.E. NO.: 51505 EXP. DATE: 6-1-02

CITY OF SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

RESIDENTIAL TREE PLANTING

STANDARD PLAN
###
2 OF 2

CITY OF SAN FERNANDO

PUBLIC WORKS DEPARTMENT

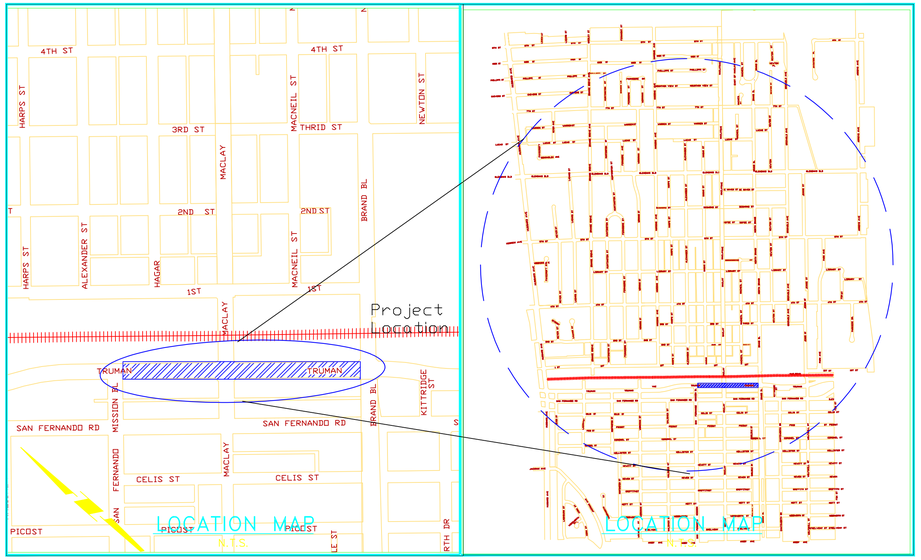
SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT

TRUMAN STREET

BETWEEN S. BRAND BOULEVARD AND SAN FERNANDO MISSION BOULEVARD

FEDERAL PROJECT NO. TCSP-09CA(005)

PROJECT NO. 7579, PLAN NO. P-750



GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FERNANDO REQUIREMENTS.

2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.

3. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

4. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AGENCY'S STANDARD PLANS, PROJECT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS. THE CONTRACTOR SHALL KEEP A COPY OF THIS INFORMATION ON THE JOBSITE.

5. A PRECONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.

6. THE CONTRACTOR SHALL NOTIFY THE AGENCY'S CONSTRUCTION MANAGER @ (818) 898-1222, A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND 48 HOURS IN ADVANCE OF INSPECTION REQUESTS. SURVEY STAKING SHALL BE PROVIDED BY CONTRACTOR. SURVEY STAKING SHALL BE PERFORMED 48 HOURS IN ADVANCE OF CONSTRUCTION.

7. STOCK PILING OF REMOVED MATERIAL WILL NOT BE ALLOWED IN OR AROUND THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING OFF ALL EXCESS MATERIALS GENERATED DURING THE CONSTRUCTION OF THIS PROJECT TO AN APPROVED DISPOSAL SITE.

8. DUST SHALL BE CONTROLLED WITH WATER OR AS REQUIRED UNDER THE DIRECTION OF THE INSPECTOR.

9. REMOVAL OF ALL VEGETATION AND DEBRIS PRIOR TO ANY GRADING IS REQUIRED.

10. NO EXCAVATION SHALL BE LEFT OPEN AFTER DAYLIGHT HOURS. EXCAVATIONS SHALL BE BACKFILLED AND PAVEMENT REPLACED OR BRIDGED WITH TRAFFIC RATED STEEL PLATES.

11. THE SUBGRADE OF THE DRIVEWAY AND PARKING AREAS SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT, AND COMPACTED TO A MINIMUM 90%. COMPACTION ACTIVIES SHALL BE INSPECTED BY AGENCY PRIOR TO PLACING CRUSHED MISCELLANEOUS BASE AND CASTING OF CONCRETE.

12. AN AGENCY APPROVED TRAFFIC CONTROL PLAN PER LATEST EDITION OF THE WATCH HANDBOOK SHALL BE SECURED 48 HOURS PRIOR TO CONSTRUCTION.

13. CONTRACTOR WORK SHALL BE 7:00 AM TO 4:00 PM MONDAY THRU FRIDAY. EXCLUDING HOLIDAYS, UNLESS OTHERWISE ACCEPTED BY THE CITY. ALL WORK, WITHIN VEHICULAR TRAFFIC LANES SHALL BE LIMITED TO 8:00 AM TO 3:00 PM.

NOTICE TO CONTRACTOR:

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND ALERT FOR LOCATION OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION.

811

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETE/LANDSCAPING DURING CONSTRUCTION.

PUBLIC UTILITIES WITHIN THE CITY OF SAN FERNANDO

WATER:
CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
TONY SALAZAR OR DANNY GARCIA
818 898 1293

WASTEWATER:
CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
DALE WARREN
818 898 1293

ELECTRICITY:
SOUTHERN CALIFORNIA EDISON COMPANY
EMERGENCY CALLS
800 611 1911

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
EMERGENCY CALLS
800 427 2200

TELEPHONE:
FRONTIER/VERIZON
EMERGENCY CALLS
800 483 1000

CABLE:
SPECTRUM/TIME WARNER
EMERGENCY CALLS
818 700 6500

POLICE:
CITY OF SAN FERNANDO POLICE DEPT.
NON-EMERGENCY NUMBER
818 898 1267

LIST OF DRAWINGS

SHEET NO.	DWG. NO.	DESCRIPTION
1		TITLE SHEET
2		IMPROVEMENT PLAN
3		LANDSCAPING AND IRRIGATION PLAN

CONSTRUCTION NOTES

NO.	DESCRIPTION
1	Remove PCC Sidewalk.
2	Remove PCC Driveway.
3	Remove and Replace 6" PCC Driveway Approach per SPPWC.
4	Remove and Replace 6" PCC Monolithic Curb and Gutter per SPPWC.
5	Remove and Replace depressed ADA curb ramp per SPPWC.
6	Remove depressed ADA curb ramp per SPPWC.
7	Construct 4-inch PCC sidewalk per SPPWC.
8	Construct Monolithic Curb and Gutter.
9	Provide and Install Complete Irrigation System.
10	Provide and place soil preparation.
11	Provide and Install Calsense Controller.
12	Provide and plant Succulent Plants (Pink, Red, and Orange Kalanchoe; Echeveria "Perle Von Nurnberg" (1 gallon) per detail.
13	Provide and plant Pink Trumpet (Tabebuia Avellanedae) tree 24" box per City Standards (NOT PART OF CONTRACT).
14	Provide and place shredded Redwood Bark Mulch (Gorilla Hair).
15	Provide and install new luminaire with wall brackets to existing pole.
16	Provide and install new pull box.
17	Provide and install bus shelter and amenities.
18	Protect In Place.
19	ADDITIVE ALTERNATE WORK: Remove Tree and Grind Stump.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
OR
811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

REGISTERED PROFESSIONAL ENGINEER YING KWAN DP. 7-31-2018 NO. 42418 CIVIL STATE OF CALIFORNIA

DRAWN BY:	PO
DESIGNED BY:	PO
CHECKED BY:	YK

PREPARED BY: Patsy Orozco, Civil Engineer Assistant II DATE

APPROVED BY: Ying Kwan, P.E., City Engineer DATE

R.C.E. NO.: 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

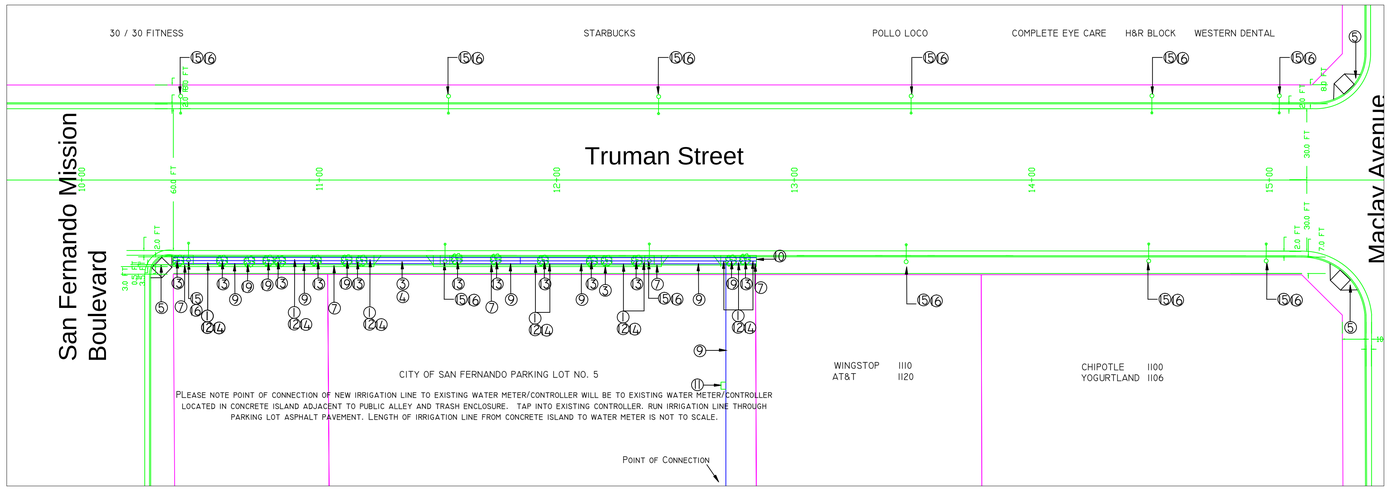
San Fernando Downtown Revitalization Project
Truman Street
Brand Boulevard to San Fernando Mission Boulevard
Federal Project No. TCSP-09CA(005)
Job No. 7579 Plan No. P-750

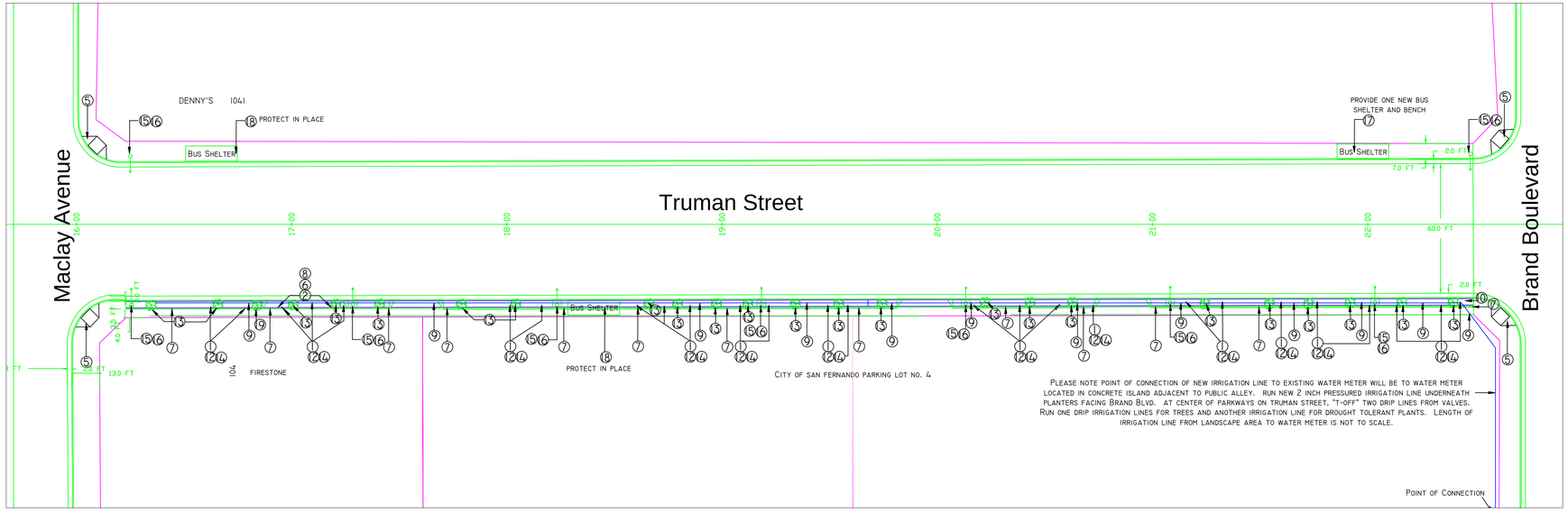
SHEET NO. 1 OF 3

Construction notes

1. Remove PCC sidewalk.
2. Remove PCC driveway approach.
3. Remove and Replace 6" PCC Driveway Approach per SPPWC.
4. Remove and Replace 6" PCC Monolithic Curb and Gutter per SPPWC.
5. Remove and Replace depressed ADA curb ramp per SPPWC.
6. Remove Depressed Curb and Gutter.
7. Construct 4-inch PCC sidewalk per SPPWC.
8. Construct Monolithic Curb and Gutter.
9. Provide and install Complete Irrigation System.
10. Provide and Place Soil Preparation.
11. Provide and install Calsense Controller ET2000e-12-R-LR-RRe-L-TPP-LRD□MERRRe-FM18.
12. Provide and plant Pink, Red, and □range Kalanchoe; and Echeveria "Perle Von Nurnberg" (1 gallon) per detail.
13. Provide and plant Pink Trumpet (Tabebuia Avellanedae) tree 24" box per City Standard. (Pink Trumpet Tree Not Part of Contract)
14. Provide and place shredded redwood bark mulch (gorilla hair)
15. Provide and install new pedestrian street lights on existing poles.
16. Provide and install new pull box.
17. Provide and install bus shelter and amenities.
18. Protect In Place
19. Remove existing tree and grind stump (additive alternate).

0 30 60
1"=30'





UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
OR
811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

DATE	BY	DESCRIPTION	APP'VD	DATE	BY	DESCRIPTION	APP'VD

REGISTERED PROFESSIONAL ENGINEER YING KWAN EXP. 3-31-2018 NO. 42418 CIVIL STATE OF CALIFORNIA

DRAWN BY:	PO
DESIGNED BY:	PO
CHECKED BY:	YK

Submitted By:
Patsy Orozco, Civil Engineer Assistant II DATE

Ying Kwan, City Engineer DATE
R.C.E. 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY
CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

San Fernando Downtown Revitalization Project
Truman Street
Brand Boulevard to San Fernando Mission Boulevard
Federal Project No. TCSP-09CA(005)
Job No. 7579 Plan No. P-750

Sheet 2 of 3

Construction notes

(9) Provide and install Complete Irrigation System.

(10) Provide and Place Soil Preparation.

(11) Provide and install Calsense Controller ET2000e-12-R-LR-RRe-L-TPP-LRD□MERRRe-FM18.

(12) Provide and plant Pink, Red, and □range Kalanchoe; and Echeveria "Perle Von Nurnberg" (1 gallon) per detail.

(13) Provide and plant Pink Trumpet (Tabebuia Avellanedae) tree 24" box per City Standard. (Pink Trumpet Not Part of Contract).

(14) Provide and place shredded redwood bark mulch (gorilla hair)

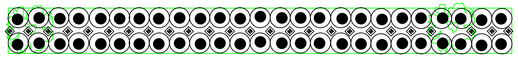
(18) Protect In Place

(19) Remove existing tree and grind stump (additive alternate).

Please refer to contract specifications for additional information regarding irrigation System.

N.T.S.

LANDSCAPE DETAIL EVERY 25 FEET



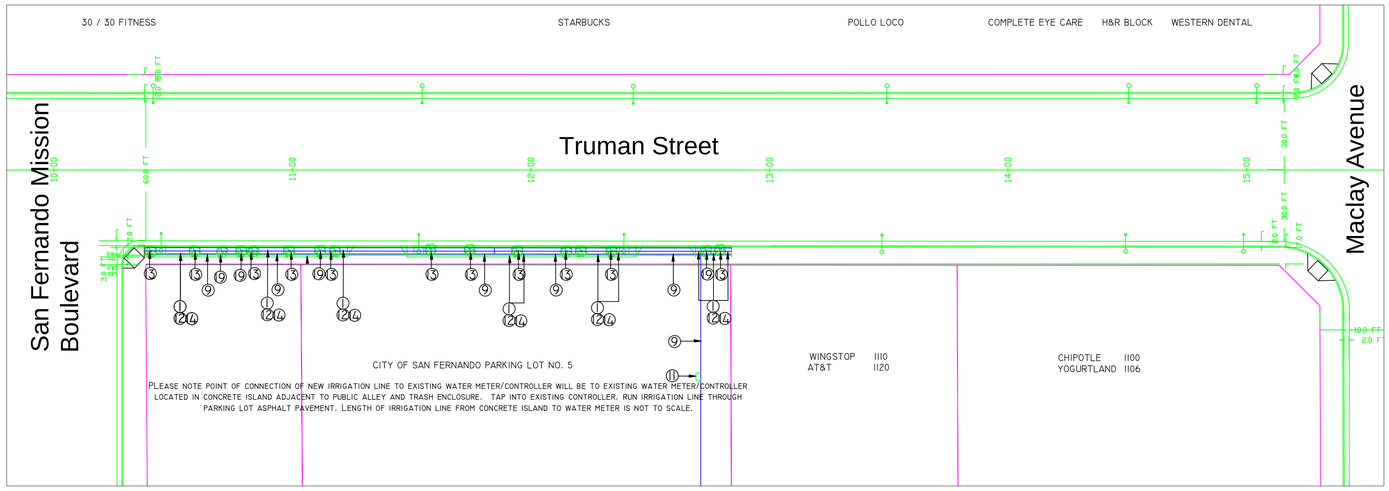
◈ PINK, RED, ORANGE KALANCHOE (1 GALLON) TOTAL QTY: 650

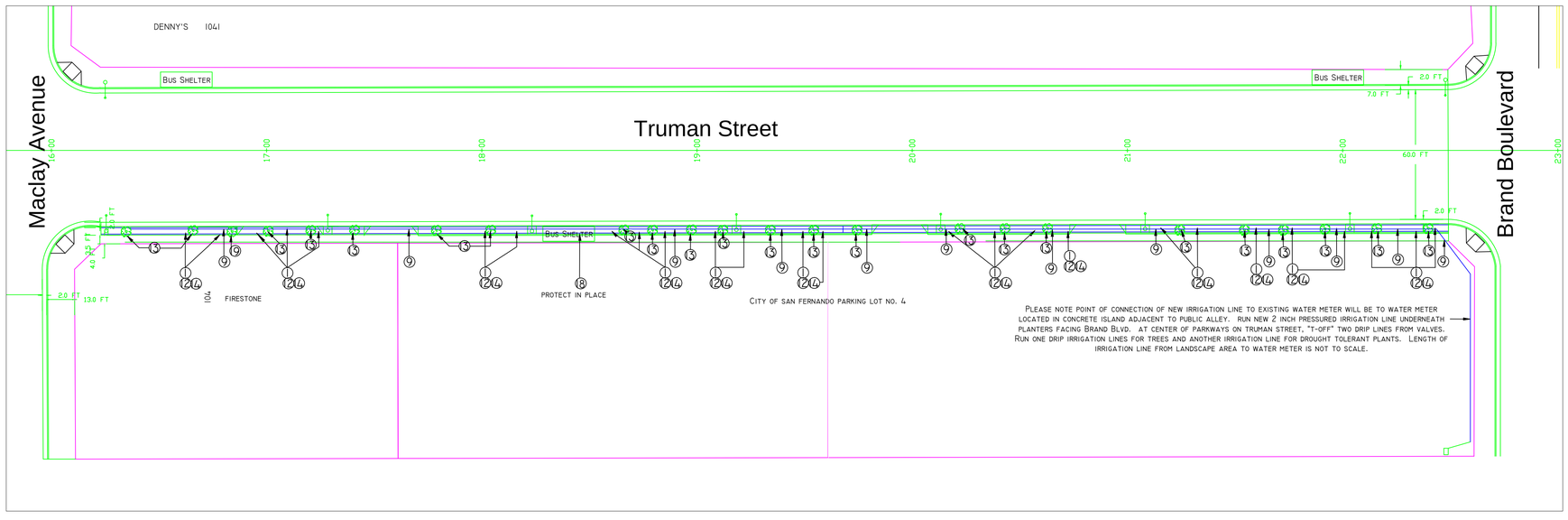
◉ ECHEVERIA 'PERLE VON NURNBERG' (1 GALLON) TOTAL QTY: 1300

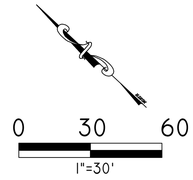
PINK TRUMPET TREE - TABEBUIA AVELLANEDAE (24 INCH BOX) SPACE APPROXIMATELY EVERY 20 FEET. TOTAL QTY: 34 (PINK TRUMPET TREE NOT PART OF CONTRACT)

APPLY A 3" LAYER OF SHREDDED REDWOOD BARK MULCH (GORILLA HAIR) AROUND ALL PLANTING. HAND WATER AFTER APPLICATION TO SETTLE MULCH AND CREATE A MAT.

PLANT LOCATIONS SHOWN ON THE PLANS ARE DIAGRAMATIC. CONTRACTOR SHALL LOCATE ALL PLANT MATERIAL UNDER THE DIRECTION OF THE CITY PROJECT MANAGER PRIOR TO PLANTING HOLE EXCAVATION.

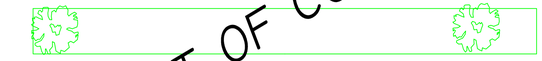






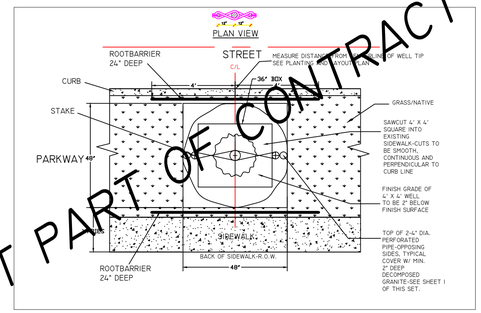
N.T.S.

TREE DETAIL EVERY 25 FEET

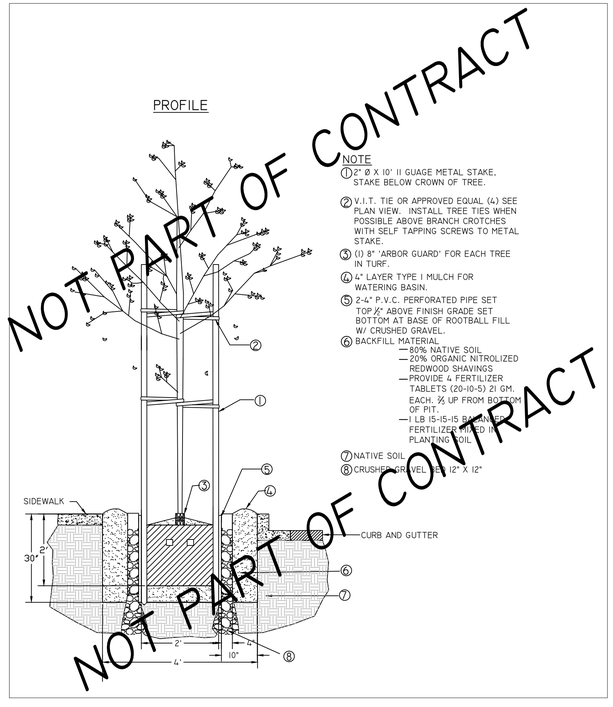


PINK TRUMPET TREE - TABEBUIA AVELLANEDAE (24 INCH BOX) SPACE APPROXIMATELY EVERY 20 FEET. TOTAL QTY: 34

NOT PART OF CONTRACT



NOT PART OF CONTRACT



NOT PART OF CONTRACT

NOT PART OF CONTRACT

NOT PART OF CONTRACT

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE 1-800-227-2600 OR 811 TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

DATE	BY	DESCRIPTION	APP'V'D	DATE	BY	DESCRIPTION	APP'V'D

DRAWN BY:	PO
DESIGNED BY:	PO
CHECKED BY:	YK

Submitted By:

Patsy Orozco, Civil Engineer Assistant II DATE

Ying Kwan, City Engineer DATE

R.C.E. 42418 EXP. DATE: 3/31/2018

CITY OF SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

San Fernando Downtown Revitalization Project
Truman Street
Brand Boulevard to San Fernando Mission Boulevard
Federal Project No. TCSP-09CA(005)
Job No. 7579 Plan No.P-750

Sheet 3 of 3

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1871

CONSTRUCTION CONTRACT/AGREEMENT

FS CONTRACTORS, INC.
SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
TRUMAN STREET
BRAND BOULEVARD AND SAN FERNANDO MISSION BOULEVARD
FEDERAL PROJECT NO. TCSP-09CA(005)
JOB NO. 7579, PLAN NO. P-750

THIS AGREEMENT, made and entered into this _____day of _____, 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and **FS CONTRACTORS, INC.** "CONTRACTOR."

WITNESSETH:

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

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **San Fernando Downtown Revitalization Project, Truman Street Between Brand Boulevard and San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579 Plan No. P-750**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **San Fernando Downtown Revitalization Project, Truman Street Between Brand Boulevard and San Fernando Mission Boulevard, Federal Project No. TCSP-09CA(005), Job No. 7579 Plan No. P-750** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2017.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED**

TEN DOLLARS AND NO CENTS ($248,510.00)

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

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **SIXTY (60)** working days.

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

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

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

CITY OF SAN FERNANDO
A Municipal Corporation

BY: _____
Alexander P. Meyerhoff
City Manager

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

_____
Elena G. Chavez, City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez, City Attorney
Olivarez Madruga, P.C.

THE CITY OF SAN FERNANDO

BID OPENING
SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
Federal Project No. TCSP-09CA(005), Job No. 7579, Plan No. P-750

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: THURSDAY,SEPTEMBER 28, 2017 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	FS Contractors, Inc.	14838 Bledsoe St. Sylmar, CA 91342	9/28/17 @10:43 a.m.	233,510.00
2	Y.Ko. Construction Co., Inc.	20144 Wells Dr. Woodland Hills, CA 91364	9/28/17 @ 10:50 a.m.	453,000.00
3	Toro Enterprises Inc.	P.O. Box 6285 Oxnard, CA 93031	9/28/17 @ 10:53 a.m.	264,815.00
4				
5				
6				
7				
8				

ATTACHMENT "C"

ATTACHMENT "D"

CONTRACTOR'S PROPOSAL

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

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

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

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
Truman Street from Brand Boulevard to San Fernando Mission Boulevard
FEDERAL PROJECT NO. TCSP-09CA9005)
JOB NO. 7579, PLAN NO. P-750

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **SIXTY (60)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, the Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

9-28-17
Dated

FS Contractors, Inc.
Bidder

J. angel Fierros
Signature

Jose Angel Fierros
Name (Print/Type)

President
Title

BID SCHEDULE

(Revised Per Addendum 1)

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
TRUMAN STREET
BRAND BOULEVARD TO SAN FERNANDO MISSION BOULEVARD
FEDERAL PROJECT NO. TCSP-CA09(005)
JOB NO. 7579, PLAN NO. P-750

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Implement construction safety, traffic control, daily cleanup, and BMPs.	LS	1	$8,000	$8,000
2.	Remove and replace 6" PCC driveway approach.	SF	1,000	$ 10	$10,000
3.	Remove and replace PCC curb ramp with yellow truncated dome.	EA	8	$3,000	$24,000
4.	Remove PCC driveway (for parkway construction).	SF	200	$ 5.00	$ 1,000
5.	Remove PCC sidewalk (for parkway construction).	SF	2,100	$ 4.00	$ 8,400
6.	Remove and replace 4" PCC sidewalk.	SF	600	$ 8.00	$ 4,800
7.	Remove and replace PCC curb and gutter.	LF	230	$ 55.00	$12,650
8.	Furnish and install irrigation system – complete.	SF	2,200	$ 17.00	$ 37,400
9.	Furnish and install succulent plants (1 gallon), complete.	EA	1,950	$ 16.00	$ 31,200
10.	Soil Preparation, Pre-emergent, and 3" layer of shredded redwood mulch, complete.	SF	2,200	$ 2.00	$ 4,400
11.	Furnish 90-calendar day maintenance period after acceptance of final completion of work.	LS	1	$ 5,000	$ 5,000
12.	Furnish and install Sentry Electric SBP Battery Park Luminaire (**SBP-NB-150MH-240V-MT-BK**) & Sentry wall bracket (**SAL-WB-PA-BK**) with pole adapter or equivalent, complete.	EA	17	$3,500	$ 59,500
13.	Provide and install pull box, complete.	EA	17	$ 480	$8,160
14.	Remove and dispose of existing bus shelter and bench, complete.	LS	1	$ 1,000	$ 1,000
15.	Furnish and install LNI bus shelter (**P-SS-M.IV-R-NB-CW-16'8"**) with LNI bench 8'0" (**CE-8D-V**) or equivalent, complete.	LS	1	$ 18,000	$ 18,000
				GRAND TOTAL(Items #1-15)	$ 233,510

If a contract is awarded for the work identified in this solicitation, it will be awarded to the responsible bidder submitting the lowest responsive bid for this project and identified as the Grand Total which consists only of the total amount resulting from bid items #1-15.

ADDITIVE ALTERNATE WORK				
ITEM NO.	**DESCRIPTION**	**QTY/UNIT**	**UNIT PRICES**	**EXTENDED AMOUNT**
16.	Tree Removal & Stump Grind, Complete	6 EACH	$ 2,500	$ 15,000

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

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

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

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

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

List of Addendum Received: 1

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, F S Contractors, Inc. as Principal,
and RLI Insurance Company as Surety,
are held and firmly bound unto the City of San Fernando in the sum of
Ten Percent of the Total Amount of the Bid ($ 10%)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden F S Contractors, Inc.
to construct SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT FEDERAL PROJECT NO. TCSP-09CA(005) JOB NO. 7579, PL
(insert names of streets and limits to be improved) dated _____ is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden F S Contractors, Inc.
by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 28th day of September, 2017.

Principal F S Contractors, Inc.

By J. Angel Fierros

Its President. Jose Angel Fierros

By _____

Its Secretary, Jose Ernesto Fierros

Surety RLI Insurance Company

By _____

Its Attorney-In-Fact, Patricia Zenizo

By _____

Its _____

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

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

16150 N. Arrowhead Fountains Ctr. Dr., #225

Peoria, AZ 85382

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On September 28, 2017 before me, Angel Nunez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patricia Zenizo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ANGEL NUNEZ
Commission # 2146301
Notary Public - California
Los Angeles County
My Comm. Expires Mar 14, 2020

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RLI® cbic an RLI Company
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Angel Nunez, jointly or severally

in the City of Los Angeles, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed **Ten Million** Dollars (**$10,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of June, 2017.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

B.W.D.

Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of June, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Gretchen L Johnigk

Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 28th day of September 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

B.W.D.

Barton W. Davis — Vice President

CONTRACTOR INFORMATION

Company Name FS Contractors, Inc.

Address 14838 Bledsoe St. Sylmar CA 91342

Telephone (818) 838-6040 Fax (818) 838-617 E-mail Marthae

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

Corporation organized under the laws of the State of California

Contractor's License Number 1005940 State CA Classification A-C8-C27 Expiration Date 7/31/19

DIR Registration Number 1000033438 Expiration Date 6/30/18

Names and titles of all officers of the firm

Jose Angel Fierros - President

Salomon Fierros - Vice President

Jose Ernesto Fierros - Secretary

LIST OF REFERENCES N/A

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

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

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

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

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

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

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

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: CA Professional Engineering, Inc.

Address of office, mill or shop: 929 Otterbein Ave Unit E. La Puente CA 91748

Specific description of subcontract: Electrical

License No.: 793907 Amount of Subcontract: 61,625

DIR Registration Number: 1000001980 Expiration Date: 6/30/18

Name under which subcontractor is licensed: V&E Tree Service

Address of office, mill or shop: PO Box 3280 Orange, CA 92865

Specific description of subcontract: Tree Removal

License No.: 654506 Amount of Subcontract: 13,500

DIR Registration Number: 1000001936 Expiration Date: 6/30/18

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

CERTIFICATE OF SECRETARY
OF ADOPTION OF RESOLUTION

I, Jose Ernesto Fierros (insert name of Secretary), do hereby certify that I am the Secretary of FS Contractors, Inc. (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the 4 day of January, 2017 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this 28 day of September, 2017.

Secretary

Affix Seal

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

1. NAME & LOCATION OF BUSINESS AR Electric, Inc.
718 E. Edna Pl. #D Covina, CA 91723
CONTACT PERSON AND PHONE NO. Alex 626-628-4891
ITEM OR TYPE OF WORK PROPOSED Electrical
PRICE OR AMOUNT $ Will not bid

2. NAME & LOCATION OF BUSINESS Los Angeles Signal Construction, Inc.
155 N. Eucla Ave. San Dimas, CA 91773
CONTACT PERSON AND PHONE NO. Karen Serna. 909-599-2201
ITEM OR TYPE OF WORK PROPOSED Electrical.
PRICE OR AMOUNT $ 98,005

3. NAME & LOCATION OF BUSINESS California Professional Engineering.
929 Otterbein Ave. Unit E La Puente, CA 91748
CONTACT PERSON AND PHONE NO. Van 626-810-1338
ITEM OR TYPE OF WORK PROPOSED Pull Box
PRICE OR AMOUNT $ 61,625

4. NAME & LOCATION OF BUSINESS Flacos Trucking
11127 Telfair Ave. Pacoima, CA 91331
CONTACT PERSON AND PHONE NO. Jimmy Alvarado - 818-200-7723
ITEM OR TYPE OF WORK PROPOSED Trucking.
PRICE OR AMOUNT $ 85/hour

5. NAME & LOCATION OF BUSINESS Ivec Smith.
1551 N. Miller St. Anaheim, CA 92806.
CONTACT PERSON AND PHONE NO. Julio Alonso - 714-996-6037
ITEM OR TYPE OF WORK PROPOSED Tree Removal.
PRICE OR AMOUNT $ Will not bid

6. NAME & LOCATION OF BUSINESS Jungle Nursery
2007 So. Hughes Way El Segundo, CA 90245.
CONTACT PERSON AND PHONE NO. Carlos Saez.
ITEM OR TYPE OF WORK PROPOSED Plants
PRICE OR AMOUNT $ 17,000

NON-COLLUSION AFFIDAVIT

SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT
TRUMAN STREET
BRAND BOULEVARD TO SAN FERNANDO MISSION BOULEVARD
FEDERAL PROJECT NO. TCSP-09CA(005)
JOB NO. 7579 PLAN NO. P-750

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

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

9-28-17
Date

FS Contractors, Inc.
Bidder

J. Angel Fierros
Authorized Signature

Jose Angel Fierros
Name (Print/Type)

President
Title

see attachment

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____, 2017 before me, _____

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

See Attached

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

(Notary Seal)

_____
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On September 18, 2017 before me, Martha Isabel Lopez Riubi,
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Angel Fierros
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

MARTHA ISABEL LOPEZ RIUBI
Notary Public – California
Los Angeles County
Commission # 2198318
My Comm. Expires May 21, 2021

Signature Martha Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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NOTICE TO BIDDERS
FEDERAL REQUIREMENTS

Proposal Phase

If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:

☑ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

☑ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

To assist the City in updating its Bidders List, all bidders are requested to submit the following form with their bids:

☑ Bidder Information Sheet(s) (p. F-41)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

If applicable, the following form must be submitted with the bid:

☑ Disclosure of Lobbying Activities (p. F-28)

Construction Phase

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

If applicable, you will be required to submit the following form each month during construction:

☐ Monthly DBE Trucking Verification (p. F-35)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:
- [x] 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
- [x] 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 Lobbying Registrant *(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: J. Angel Fierros
Print Name: Jose Angel Fierros
Title: President
Telephone No.: (818) 838-6040 Date: 9/28/17

Federal Use Only:

Authorized for Local Reproduction
Standard Form – LLL

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of San Fernando 2. Contract DBE Goal: 15%
3. Project Description: Downtown Revitalization.
4. Project Location: Truman St. From Brand Blvd. to San Fernando Mission Blvd.
5. Bidder's Name: FS Contractors, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: 233,510.
8. Total Dollar Amount for ALL Subcontractors: 75,125 9. Total Number of ALL Subcontractors: 2

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
12 & 13	Electrical & Pull Boxes.	31277	California Professional Engineering 929 Otterbein Ave #E La Puente	61,625.00

Local Agency to Complete this Section

21. Local Agency Contract Number:
22. Federal-Aid Project Number:
23. Bid Opening Date:
24. Contract Award Date:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature 26. Date
27. Local Agency Representative's Name 28. Phone
29. Local Agency Representative's Title

15. TOTAL CLAIMED DBE PARTICIPATION $ 61,625 — 26 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

J. Angel Fierros 16. Preparer's Signature — 9-28-17 17. Date
Jose Angel Fierros 18. Preparer's Name — 818-838-6040 19. Phone
President 20. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. **TCSP -09CA(005)** Bid Opening Date 9/28/17

The **City of San Fernando** established a Disadvantaged Business Enterprise (DBE) goal of **15%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
None	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
AR Electric, Inc.	9/14/17	Email
Los Angeles Signal Const.	9/14/17	Email
California Professional Engineering	9/18/17	Email & Phone call
Flacos Trucking	9/14/17	Email
Mackenzie Electric	9/18/17	Email
LS Trucking	9/18/17	Email
Tree Smith	9/18/17	Email
Jungle Nursery	9/19/17	Email
Traffic Loops Crack filling.	9/27/17	Email

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Landscaping	Y			
Hardscaping	Y			
Electrical	N	12 & 13	61,625	

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

- Los Angeles Signal Construction (909) 599-2201 1551 N. Eucla San Dimas CA 91773 - Price was too high.
- Flacos Trucking - (818) 200-2723 Price was too high.
- Jungle Nursery - (310) 235-2875, 2007 So. Hughes Way El Segundo, CA 90245 Price was too high.

Names, addresses and phone numbers of firms selected for the work above:

California Professional Engineering - 929 Otterbein Ave. Unit E. La Puente, CA 91748

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

None

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

None

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary): Please see attached documentation.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

CITY OF SAN FERNANDO
BIDDER INFORMATION SHEET

Project/Contract No: TCSP-09CA 9005 Bid Opening Date: 9/28/17
Project Title: San Fernando Downtown Revitalization Project.
DBE Goal for Contract (if any): **15%**

The following information is requested for all contractors who provide a bid, proposal, or quote, or who are contacted by the proposed prime contractor. This information should be submitted with your bid, proposal, or quote. If you are the apparent low bidder (or the second or third low bidder), the information should be submitted within the four business days of the bid opening date. *Information provided will be held in confidence.*

Firm Name: FS Contractors, Inc.

Address: 14838 Bledsoe St. Sylmar, CA 91432

Telephone: (818) 838-6040 Facsimile: (818) 838-6171

Contractor's License No.: 1005940 DIR Reg. No.: 1000033938

Is the firm currently certified as a DBE? ☐ Yes ☑ No DBE Certification No.: _____

Certification Status:
- ☐ Black American
- ☐ Asian-Pacific Islander
- ☐ Native American
- ☐ Woman
- ☑ Hispanic American
- ☐ Sub-continent Asian American

Contract items or description of work: all

Dollar Amount of items bid on (this contract): 233,510

Gross Annual Receipts (last year):* Number of Years in Business: 17 years.

- ☐ Less than $1 million
- ☑ $1 million - $5 million
- ☐ $5 million - $10 million
- ☐ $10 million - $15 million
- ☐ Over $15 million

(Please duplicate this form and provide information on all bidders.)

THE CITY OF SAN FERNANDO THANKSYOU FOR YOUR ASSISTANCE.

**This information is requested pursuant to Federal Law.*

CITY OF SAN FERNANDO
BIDDER INFORMATION SHEET

Project/Contract No: TCSP-09CA9005 Bid Opening Date: 9/28/17
Project Title: San Fernando Downtown Revitalization Project
DBE Goal for Contract (if any): 15%

The following information is requested for all contractors who provide a bid, proposal, or quote, or who are contacted by the proposed prime contractor. This information should be submitted with your bid, proposal, or quote. If you are the apparent low bidder (or the second or third low bidder), the information should be submitted within the four business days of the bid opening date. *Information provided will be held in confidence.*

Firm Name: California Professional Engineering

Address: 929 Otterbein Ave # E La Puente, CA

Telephone: 626-810-1338 Facsimile: 626-810-1322

Contractor's License No.: 793907 DIR Reg. No.: 1000001980

Is the firm currently certified as a DBE? ☑ Yes ☐ No DBE Certification No.: 3277

Certification Status:
- ☐ Black American
- ☐ Asian-Pacific Islander
- ☑ Native American
- ☐ Woman
- ☐ Hispanic American
- ☐ Sub-continent Asian American

Contract items or description of work: Items #12 & 13

Dollar Amount of items bid on (this contract): 61,625.00

Gross Annual Receipts (last year):* Number of Years in Business: 15

- ☐ Less than $1 million
- ☑ $1 million - $5 million
- ☐ $5 million - $10 million
- ☐ $10 million - $15 million
- ☐ Over $15 million

(Please duplicate this form and provide information on all bidders.)

THE CITY OF SAN FERNANDO THANKSYOU FOR YOUR ASSISTANCE.

**This information is requested pursuant to Federal Law.*

Project: San Fernando Downtown Revitalization Project

Company: FS Contractors, Inc.

Date	Company	Material	Mode of Contact	Contact Info	Phone Number	Contact Person	Results	DBE #
09/14/17	AR Electric, Inc.	Electrical	Email	alex@areinc.co – gio@areinc.com	626-628-4891	Alex	No Bidding	41541
09/14/17	Los Angeles Signal Construction, Inc.	Electrical	Email	kserna@lasignal.com	909-599-2201	Karen Serna	Received	35670
09/18/17	California Professional Engineering	Electrical & Pull Box	Email	van@cpengineeringinc.com diem@cpengineeringinc.com	626-810-1338	Van	Received	31277
09/14/17	Flacos Trucking	Trucking	Email	flacostrucking@aol.com	(818) 200-7723	Jimmy Alvarado	Received	39110
09/18/17	Mackenzie Electric	Electrical	Email	info@mei93.net	909-862-9906		No Bidding	42024
~~09/18/17~~	~~LS Trucking~~	~~Trucking~~	~~Email~~	~~Lsmiranda5@yahoo.com~~	~~818-383-2678~~	~~Luis Miranda~~	~~Not Received~~	~~35381~~
09/18/17	TreeSmith	Tree Removal	Email	Julio@treesmith.net	714-996-6037	Julio Alonso	No Bidding	35817
09/19/17	Jungle Nursery	Plants	Email	carlos@thejungle.biz	310-235-2875	Carlos Saez	Received	37604
09/19/17	Traffic Loops Crackfilling	Electrical	Email	trafficloops@sbcglobal.net	714-520-4026		Not Received	38033

Project: San Fernando Downtown Revitalization Project

Company: FS Contractors, Inc.

Non-DBE

Date	Company	Material	Mode of Contact	Contact information	Phone Number	Contact Person	Results	DBE #
09/25/17	V&E Tree Service	Tree Removal	Email	John@vetreeservice.com	714-997-0903	John Payton	Received	No
09/25/17	MSL Electric	Electrical	Email	kevin@mslelectric.com	714-693-4837	Kevin Moore	Not Received	No
09/25/17	LNI Signs	Bus Shelters	Email	nicole@lnisigns.com	310-978-2000	Nicole Sarabia	Received	No
09/21/17	Brothers Nursery	Plants	Email	diego@brothersnursery.com	909-599-3469	Diego Mercado	Received	No
09/14/17	Barr Electric	Electrical	Email	BarrElectric@sbcglobal.net		Barr	Received	No
09/26/17	Ornelas Electric	Electrical	Email	gonzalo@ornelaselectric.com	818-367-8550	Gonzalo	Not Received	No

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

4 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Thu, Sep 14, 2017 at 9:54 AM
To: alex@areinc.com

Good Morning Alex,

Can you please provide me with a quote is for a project that we are bidding on September 28 at 11:00 a.m. for the City of San Fernando.

Find attached the plans and specs.

Thank you,

BidSpecs-SanFernandoDowntownRevitalization.pdf

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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BidPlans-SanFernandoDowntownRevitalization.pdf
584K

Mail Delivery System <MAILER-DAEMON@rs.n8qq.com> Thu, Sep 14, 2017 at 9:54 AM
To: fernanda@fscontractorsinc.com

This is the mail system at host rs.n8qq.com.

I'm sorry to have to inform you that your message could not be delivered to one or more recipients. It's attached below.

For further assistance, please send mail to postmaster.

If you do so, please include this problem report. You can delete your own text from the attached returned message.

The mail system

< alex@areinc.com>: mail for areinc.com loops back to myself

Final-Recipient: rfc822; alex@areinc.com
Original-Recipient: rfc822;alex@areinc.com
Action: failed
Status: 5.4.6
Diagnostic-Code: X-Postfix; mail for areinc.com loops back to myself

noname
3K

Fernanda Andrade <fernanda@fscontractorsinc.com> Thu, Sep 14, 2017 at 10:03 AM
To: alex@areinc.co, gio@areinc.co

Good Morning Alex,

Can you please provide me with a quote is for a project that we are bidding on September 28 at 11:00 a.m. for the City of San Fernando.

Find attached the plans and specs.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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[Quoted text hidden]

BidPlans-SanFernandoDowntownRevitalization.pdf
584K

Alex <alex@areinc.co> Thu, Sep 14, 2017 at 10:06 AM
To: Fernanda Andrade <fernanda@fscontractorsinc.com>
Cc: Gio <gio@areinc.co>

Thank you for the invite , we are not equipped to do street work.

No bid

Sent from my iPhone

Back To Query Form

Search Returned 58 Records

Wed Sep 27 13:32:01 PDT 2017

Query Criteria

County: LOS ANGELES
Work Codes: C8903 ELECTRICAL
Firm Type: DBE

Firm ID	41541
Firm/DBA Name	A R ELECTRIC, INC.
Address Line1	718 E. EDNA PLACE SUITE D
Address Line2	
City	COVINA
State	CA
Zip Code1	91723
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	alex@areinc.co
Contact Name	ALEX ROJANO
Area Code	(626)
Phone Number	628-4891
Extension	
Alt Area Code	( )
Alt Phone Number	
Extension	
Fax Area Code	(626)
Fax Phone Number	859-7733
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	19;
Districts	07;
DBE NAICS	238210;
ACDBE NAICS	
Work Codes	C8903 ELECTRICAL;
Licenses	C10 Electrical Contractor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

Firm ID	42160
Firm/DBA Name	ACCESS PACIFIC, INC.
Address Line1	28 N. MARENGO AVE.
Address Line2	
City	PASADENA
State	CA
Zip Code1	91101
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	estimating@accesspacificinc.com

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

4 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Wed, Sep 13, 2017 at 4:18 PM
To: Karen Serna <kserna@lasignal.com>

BidSpecs-SanFernandoDowntownRevitalization.pdf

Hello Karen,

Can you please provide me with a quote is for a project that we are bidding on September 28 at 11:00 a.m. for the City of San Fernando.

Find attached the plans and specs.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
(818) 838-6040 Office
(818) 838-6171 Fax

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BidPlans-SanFernandoDowntownRevitalization.pdf
584K

---

kserna@lasignal.com <kserna@lasignal.com> Wed, Sep 13, 2017 at 4:23 PM
To: Fernanda Andrade <fernanda@fscontractorsinc.com>, jescobar@lasignal.com, chris72549@aol.com, Ray SR Morales <raymor60@aol.com>

Estimating Department,

Please see email below + attachment regarding a bid.

Karen Serna|**Project Manager**

Los Angeles Signal Construction, Inc.

155 N. Eucla Ave, San Dimas CA, 91773

O 909.599.2201 | F 909.599.2722

[Quoted text hidden]

BidPlans-SanFernandoDowntownRevitalization.pdf
584K

Fernanda Andrade <fernanda@fscontractorsinc.com> Wed, Sep 27, 2017 at 10:36 AM
To: Karen Serna <kserna@lasignal.com>
Cc: jescobar@lasignal.com, chris72549@aol.com, Ray SR Morales <raymor60@aol.com>

Hello,

Can I get an update on the quote that I requested on Sep. 13 for City of San Fernando bidding tomorrow.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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[Quoted text hidden]

Christopher Morales <chris72549@aol.com> Wed, Sep 27, 2017 at 11:07 AM
To: fernanda@fscontractorsinc.com

Hello Fernanda,

We have your job on our bid schedule for tomorrow morning.
We will send you the quote as early as possible.

Thank you,

Christopher Morales
Los Angeles Signal Construction, Inc.
chris72549@aol.com
P 909-599-2201
F 909-599-2722
[Quoted text hidden]

Firm ID	35670
Firm/DBA Name	LOS ANGELES SIGNAL CONSTRUCTION, INC.
Address Line1	155 N. EUCLA
Address Line2	
City	SAN DIMAS
State	CA
Zip Code1	91773
Zip Code2	
Mailing Address Line1	155 N. EUCLA
Mailing Address Line2	
Mailing City	SAN DIMAS
Mailing State	CA
Mailing Zip Code1	91773
Mailing Zip Code2	
Certification Type	DBE
EMail	info@lasignal.com
Contact Name	CHRISTOPHER MORALES
Area Code	(909)
Phone Number	599-2201
Extension	
Alt Area Code	( )
Alt Phone Number	
Extension	
Fax Area Code	(909)
Fax Phone Number	599-2722
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	00;
Districts	00;
DBE NAICS	238210;
ACDBE NAICS	
Work Codes	C0686 ELECTRICAL & SIGNALS SUPPLIER;
Licenses	C10 Electrical Contractor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

2 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Mon, Sep 18, 2017 at 9:00 AM
To: diem@cpengineeringinc.com, van@cpengineeringinc.com

Good Morning Van,

Can you please provide me with a quote for 17 pull boxes for a project that we are bidding September 28 at 11:00 a.m. for the City of San Fernando

Find attached the plans and specs.

Thank you,

BidSpecs-SanFernandoDowntownRevitalization.pdf

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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BidPlans-SanFernandoDowntownRevitalization.pdf
584K

Fernanda Andrade <fernanda@fscontractorsinc.com> Wed, Sep 27, 2017 at 8:55 AM
To: diem@cpengineeringinc.com, "California Professional Engineering, Inc" <van@cpengineeringinc.com>

Good Morning Van,

Can I get an updated on the quote that I requested September 18 for the subject project that we are bidding tomorrow.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project

2 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Thu, Sep 14, 2017 at 9:37 AM
To: flacostrucking@aol.com

Good Morning Jimmy,

Can you please send me a quote for trucking for this project we are bidding for the City of San Fernando on 09/28/17 at 11:00. Please reply to confirm receipt.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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flacostrucking <flacostrucking@aol.com> Sat, Sep 16, 2017 at 10:58 AM
To: Fernanda Andrade <fernanda@fscontractorsinc.com>

86 per hr,
6hrs min.

Sent from my Verizon, Samsung Galaxy smartphone
[Quoted text hidden]

rm ID	39110
rm/DBA Name	FLACO'S TRUCKING
ddress Line1	11127 TELFAIR AVENUE
ddress Line2	
ity	PACOIMA
tate	CA
p Code1	91331
p Code2	
ailing Address Line1	
ailing Address Line2	
ailing City	
ailing State	
ailing Zip Code1	
ailing Zip Code2	
ertification Type	DBE
Mail	flacostrucking@aol.com
ontact Name	JIMMY ALVARADO
rea Code	(818)
hone Number	200-7723
xtension	
lt Area Code	( )
lt Phone Number	
xtension	
ax Area Code	(818)
ax Phone Number	336-6560
gency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MT/
ounties	15; 19; 30; 33; 37; 42; 56;
istricts	05; 06; 07; 08; 11; 12;
BE NAICS	484220;
CDBE NAICS	
ork Codes	C9774 TRUCKER;
censes	
ucks	FLAT BED TRUCK - 3;
ender	M
thnicity	HISPANIC
rm Type	DBE

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

2 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Mon, Sep 18, 2017 at 10:08 AM
To: Mackenzie Electric <info@mei93.net>

Good Morning,

Can you please provide me with a quote is for a project that we are bidding on September 28 at 11:00 a.m. for the City of San Fernando.

Find attached the plans and specs.

Thank you,

BidSpecs-SanFernandoDowntownRevitalization.pdf

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
(818) 838-6040 Office
(818) 838-6171 Fax

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BidPlans-SanFernandoDowntownRevitalization.pdf
584K

Mackenzie Electric <info@mei93.net> Tue, Sep 19, 2017 at 8:18 AM
To: Fernanda Andrade <fernanda@fscontractorsinc.com>

MacKenzie Electric will not be bidding the San Fernando Downtown Revitalization project. We appreciate the opportunity.

MacKenzie Electric, Inc.

7933 Palm Ave., Highland, CA 92346

Firm ID	42024
Firm/DBA Name	MACKENZIE ELECTRIC, INC.
Address Line1	7933 PALM AVENUE
Address Line2	
City	HIGHLAND
State	CA
Zip Code1	92346
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	info@mei93.net
Contact Name	PATRICK MACKENZIE
Area Code	(909)
Phone Number	862-9906
Extension	
Alt Area Code	(909)
Alt Phone Number	376-0477
Extension	
Fax Area Code	(909)
Fax Phone Number	862-9907
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	13; 19; 30; 33; 36;
Districts	07; 08; 11; 12;
DBE NAICS	238210;
ACDBE NAICS	
Work Codes	E4910 ELECTRIC SERVICES; C8903 ELECTRICAL;
Licenses	B General Building Contractor; C10 Electrical Contractor;
Trucks	
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project

1 message

Fernanda Andrade <fernanda@fscontractorsinc.com> Mon, Sep 18, 2017 at 9:17 AM
To: lsmiranda5@yahoo.com

Good Morning Luis,

Can you please send me a quote for trucking for this project we are bidding for the City of San Fernando on 09/28/17 at 11:00. Please reply to confirm receipt.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
(818) 838-6040 Office
(818) 838-6171 Fax

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irm ID	35381
irm/DBA Name	L S TRUCKING
ddress Line1	14146 LOUVRE STREET
ddress Line2	
ity	ARLETA
tate	CA
ip Code1	91341
ip Code2	
ailing Address Line1	PO BOX 525
ailing Address Line2	
ailing City	SAN FERNANDO
ailing State	CA
ailing Zip Code1	91341
ailing Zip Code2	
ertification Type	DBE
Mail	lsmiranda5@yahoo.com
ontact Name	LUIS MIRANDA
rea Code	(818)
hone Number	383-2678
xtension	
lt Area Code	( )
lt Phone Number	
xtension	
ax Area Code	( )
ax Phone Number	
gency Name	DEPARTMENT OF TRANSPORTATION
ounties	13; 14; 15; 19; 33; 36; 37; 42; 54; 56;
istricts	05; 06; 07; 08; 09; 11;
BE NAICS	484220;
CDBE NAICS	
ork Codes	B1440 SAND & GRAVEL; C9602 BOTTOM DUMP TRUCKING;
icenses	
rucks	FOR HIRE - 1;
ender	M
thnicity	HISPANIC
irm Type	DBE

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

3 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Mon, Sep 18, 2017 at 10:39 AM
To: Julio Alonso <Julio@treesmith.net>

Good Morning Julio,

Please provide a quote for tree removal and stump grind for the subject project. Reference Bid Schedule bid item #16. The bid is due Thursday, September 28, 2017 at 11:00 am.

Thank you,

BidSpecs-SanFernandoDowntownRevitalization.pdf

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
(818) 838-6040 Office
(818) 838-6171 Fax

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2 attachments

BidPlans-SanFernandoDowntownRevitalization.pdf
584K

BidSchedule-SanFernandoDowntownRevitalization.pdf
783K

Fernanda Andrade <fernanda@fscontractorsinc.com> Wed, Sep 27, 2017 at 8:52 AM
To: Julio Alonso <Julio@treesmith.net>

Good Morning Julio,

I just want to follow up on the quote that I requested September 18 for the subject project that we are bidding tomorrow.

Thank you,

Fernanda Andrade

FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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[Quoted text hidden]

Julio Alonso <julio@treesmith.net> Wed, Sep 27, 2017 at 9:53 AM
To: Fernanda Andrade <fernanda@fscontractorsinc.com>

Good morning,

We will not be bidding on this project. Thank you.

Julio Alonso

TreeSmith Enterprises
1551 N. Miller St
Anaheim, CA 92806

714-996-6037 Office
714-996-6057 Fax

[Quoted text hidden]

irm ID	35817
irm/DBA Name	TREESMITH ENTERPRISES, INC
ddress Line1	1551 N. MILLER ST
ddress Line2	
ity	ANAHEIM
tate	CA
ip Code1	92806
ip Code2	
lailing Address Line1	
lailing Address Line2	
lailing City	
lailing State	
lailing Zip Code1	
lailing Zip Code2	
ertification Type	DBE
Mail	jramirez@treesmith.net; info@treesmith.net
ontact Name	JEANNETTE RAMIREZ
rea Code	(714)
hone Number	996-6037
xtension	
lt Area Code	( )
lt Phone Number	
xtension	
ax Area Code	(714)
ax Phone Number	996-6057
gency Name	DEPARTMENT OF TRANSPORTATION
ounties	19; 30; 33; 36;
istricts	07; 08; 12;
BE NAICS	561730;
CDBE NAICS	
ork Codes	A0781 Landscaping, Tree Services; C1601 CLEARING & GRUBBING; A0780 LANDSCAPE & HORTICULTURAL SERVICE
icenses	C27 Landscaping Contractor; D49 Tree Service;
rucks	
ender	F
thnicity	HISPANIC
irm Type	DBE

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

2 messages

Fernanda Andrade <fernanda@fscontractorsinc.com> Tue, Sep 19, 2017 at 10:01 AM
To: carlos@thejungle.biz

Good Morning Carlos,

Can you please send me a quote for 650 Pink, Red, Orange Kalanchoe and 1300 Echeverla " Perle Von Nurnberg in 1 gallon is for a project that we are bidding for the City of San Fernando on September 28, 2017 at 11:00 a.m.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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carlos@thejungle.biz <carlos@thejungle.biz> Wed, Sep 20, 2017 at 1:16 PM
To: Fernanda Andrade <fernanda@fscontractorsinc.com>

Good Morning,

Here is your quote,

There is always a challange with availability, but we have a lot of resources.

650 each, mix color Pink, Red, Orange Kalanchoe 1 gallon size $7.50 each + tax if applicable (curbside delivered

1300 each, Echeverla " Perle Von Nurnberg 1 Gallon size $6.50 each + tax if applicable (curb side delivered)

Carlos Saez,
President

The Jungle Nursery, Inc

Office
5710 W. Manchester Ave. #207
Los Angeles, CA 90045

rm ID	37604
rm/DBA Name	JUNGLE NURSERY, INC., THE
ddress Line1	5710 W. MANCHESTER AVE. #207
ddress Line2	
ty	LOS ANGELES
ate	CA
p Code1	90045
p Code2	
ailing Address Line1	
ailing Address Line2	
ailing City	
ailing State	
ailing Zip Code1	
ailing Zip Code2	
ertification Type	DBE
Mail	carlos@thejungle.biz
ontact Name	CARLOS SAEZ
rea Code	(310)
hone Number	235-2875
xtension	
t Area Code	( )
t Phone Number	
xtension	
ax Area Code	(310)
ax Phone Number	388-5783
gency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ounties	19; 33; 42; 56;
istricts	05; 07; 08;
BE NAICS	424930; 444220; 561730;
CDBE NAICS	
ork Codes	C2030 EROSION CONTROL; C2021 HYDROSEEDING; A0780 LANDSCAPE & HORTICULTURAL SERVICES; C0620 LANDSCAPING & NURSERY SUPPLIE
censes	C27 Landscaping Contractor; D49 Tree Service;
ucks	
ender	M
hnicity	HISPANIC
rm Type	DBE

Gmail by Google

Fernanda Andrade <fernanda@fscontractorsinc.com>

Quote Request - San Fernando Downtown Revitalization Project - Bidding September 28 at 11:00 a.m.

1 message

Fernanda Andrade <fernanda@fscontractorsinc.com> Wed, Sep 27, 2017 at 12:01 PM
To: mailan nguyen <trafficloops@sbcglobal.net>

BidSpecs-SanFernandoDowntownRevitalization.pdf

Good Morning,

Can you please provide me with a quote is for a project that we are bidding on September 28 at 11:00 a.m. for the City of San Fernando.

Find attached the plans and specs.

Thank you,

Fernanda Andrade
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA 91342
***(818) 838-6040** Office*
***(818) 838-6171** Fax*

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2 attachments

BidPlans-SanFernandoDowntownRevitalization.pdf
584K

BidSchedule-SanFernandoDowntownRevitalization.pdf
783K

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m/DBA Name	TRAFFIC LOOPS CRACKFILLING, INC
dress Line1	1915 W BALL RD.
dress Line2	
y	ANAHEIM
ıte	CA
Code1	92804
Code2	
iling Address Line1	946 S. EMERALD ST
iling Address Line2	
iling City	ANAHEIM
iling State	CA
iling Zip Code1	92804
iling Zip Code2	
rtification Type	DBE
lail	trafficloops@sbcglobal.net
ntact Name	MAI-LAN NGUYEN
ea Code	(714)
one Number	520-4026
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Area Code	( )
Phone Number	
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x Area Code	(714)
x Phone Number	520-4027
ency Name	DEPARTMENT OF TRANSPORTATION
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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and City Councilmembers

From: Alexander P. Meyerhoff, City Manager

Date: October 16, 2017

Subject: Discussion of Code Enforcement Priorities and Procedures and Establishment of an Ad Hoc Committee to Address Code Enforcement

RECOMMENDATION:

It is recommended that the City Council establish an Ad Hoc committee to work with the City Manager, or designee, to discuss the Code Enforcement activity in the City, including, but not limited to:

1. Community priorities;
2. Metric for enforcement;
3. Departmental procedures;
4. Administrative and criminal prosecution;
5. Receivership; and
6. Review of current cases.

BUDGET IMPACT:

To be determined based on City Council direction.

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