

**CITY OF LA HABRA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



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

**SPECIFICATIONS FOR THE
SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
PROJECT NO. 1-P-21
A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT*
APPENDIX “C” MUST BE SUBMITTED WITH THE BID**

Non-Mandatory Job Walk: Wednesday, September 8, 2021 at 2:00 pm

CITY MANAGER

JIM SADRO

LA HABRA CITY COUNCIL

MAYOR
MAYOR PRO TEM
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER

ROSE ESPINOZA
JOSE MEDRANO
TIM SHAW
JAMES GOMEZ
JOSE MEDRANO

BID OPENING: Thursday, September 23, 2021 at 3:00 pm

PLANS AND SPECIFICATIONS:
PICKED UP: \$35.00
MAILED: \$45.00

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SPECIFICATIONS FOR

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
PROJECT NO. 1-P-21**

AUGUST 2021

APPROVED BY:

Christopher L. Johansen 8/24/21

**CHRISTOPHER L. JOHANSEN, P.E.
CITY ENGINEER**

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PAYMENT BOND
CERTIFICATION OF COMPLIANCE
APPENDIX “A”, PROJECT PLANS
APPENDIX “B”, ATTACHMENTS
APPENDIX “C”, CDBG REQUIREMENTS (**EACH LISTED DOCUMENT
MUST BE SUBMITTED WITH PROPOSAL, UNLESS OTHERWISE
NOTED**)
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
REQUIREMENT;
*FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION
REQUIREMENTS (Informational Purposes Only);*
NON-SEGREGATED FACILITIES CERTIFICATION;
CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS;
NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY;
PAST PERFORMANCE CERTIFICATION;
NON-DISCRIMINATION CERTIFICATION;
MINORITY AND WOMEN’S BUSINESS ENTERPRISE TIERED
COMPLIANCE PLAN;
ALL-PURPOSE ACKNOWLEDGEMENT;
FEDERAL LOBBYIST CERTIFICATION;
DISCLOSURE OF LOBBYING ACTIVITIES;
DEBARMENT AND SUSPENSION CERTIFICATION;
COMPLIANCE WITH CLEAN AIR AND WATER ACTS;
SECTION 3 BID PACKAGE (Informational Purposes Only);
SECTION 3 CLAUSE (Informational Purposes Only);
SECTION 3 BUSINESS CERTIFICATION FORM;
SECTION 3 ECONOMIC OPPORTUNITY PLAN (**IF APPLICABLE**);
*SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING TO HIRE
SECTION 3 RESIDENTS (Informational Purposes Only);*
2020-2021 RESIDENT CERTIFICATION (**IF APPLICABLE**)
NOTICE OF SECTION 3 COMMITMENT
SECTION 3 ECONOMIC OPPORTUNITY REPORT [**DO NOT SUBMIT WITH
PROPOSAL - APPLIES TO AWARDED CONTRACTOR ONLY**]
FEDERAL LABOR STANDARDS PROVISIONS (Informational Purposes Only);
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT
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SECTION A

NOTICE INVITING BIDS

CITY OF LA HABRA

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of La Habra, California for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefor as provided in the Contract Documents for the: **SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21 NO. 1-P-21** in strict compliance with the specifications, plans and contract documents on file at the Office of the City Clerk of the City of La Habra.

NON-MANDATORY JOB WALK: Attendance at the pre-bid job walk is non-mandatory. The job walk is scheduled to be held at La Bonita Skateboard Park, 1440 W. Whittier Blvd. La Habra, CA 90631 at 2:00 PM, on Wednesday, September 8, 2021. No additional accommodations will be allowed for a job walk.

DATE OF OPENING BIDS: Bids will be received at the Office of the City Clerk of the City of La Habra until 3:00 P.M. on Thursday, September 23, 2021, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside: **“SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21 PROJECT NO. 1-P-21. DO NOT OPEN WITH REGULAR MAIL.”**

LOCATION OF WORK: The work to be constructed hereunder is located at La Bonita Park Skatepark, 1440 W Whittier Boulevard within City of La Habra, County of Orange. Typical work to be done is illustrated on plans and these specifications.

DESCRIPTION OF WORK: The Work comprises the furnishing of all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder consist of but not be limited to Mobilization (Not to Exceed Five Percent (5%) of the total bid amount); Storm Water Best Management practices (BMPs); Provide and Install Security Cameras, Speakers, CAT5 Cable, PVC Conduit, Rigid Steel Conduit, PoE Switches, Luminaire, 20’ Steel Pole with Foundation, Copper Conductors, Concrete Pullboxes, Uninterrupted Power Supply, and Photocell; Modify Existing Electrical Service Panel board; Sawcut, Remove and Restore Concrete, and all associated work as identified on the Plans, and Specifications, in the City of La Habra.

CONTRACTOR’S LICENSE: The City has determined that a Class “B” license or Class “C-10” with Class “C-7”, “C-8”, and “C-50” licenses are required to perform the work identified on the Plans, and Specifications is acceptable.

COMPLETION OF WORK: All work shall be completed within Thirty (30) working days from the start date specified in the Notice To Proceed.

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

This project is funded in part by the U.S. Department of Housing and Urban Development ("HUD"). Consistent with federal regulations found in 24 CFR 135, participation on this contract is applicable to "Section 3" requirements pursuant to 24 CFR 135.3(d). Bidders shall refer to the Instructions to Bidders for additional information regarding "Section 3" requirements.

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

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

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

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

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

FEDERAL WAGE RATES: The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are included in the Contract. **If there is any difference between the State or Federal wage rates, the Contractor and subcontractors shall pay not less than the higher of the two rates.** The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or

other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

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

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations-24CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

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

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

Complete sets of said plans, specifications and bid documents may be purchased at Thirty-five dollars (\$35.00) per set and are obtainable from the City Engineer of the City of La Habra, 110 E. La Habra Blvd, La Habra, California. An additional ten dollars (\$10.00) shall be charged for

requests by mail. No refund shall be made for sets of said plans, specifications and bid documents returned.

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

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENT: No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5 and Senate Bill 854. Payroll documents for the contractor and subcontractors should be submitted and registered on time with the DIR.

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

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

This is a HUD Section 3 construction contract. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan). The HUD methodology for determining what constitutes a "reasonable bid" for purposes of Section 3 is included among the Bid Documents.

BID SCHEDULE:

Bid AdvertisementThursday, August 26, 2021

Non-mandatory Job Walk.....Wednesday, September 8, 2:00 pm
Requests for Informationdue by Friday, September 17, 3:00 pm
Response to Requested for Information.....Monday, September 20, 3:00 pm
Bid Openingdue by Thursday, September 23, 3:00 pm

Email all requests for information to the attention of Kahono Oei at koei@lahabraca.gov and Kelli O'Connor at koconnor@lahabraca.gov. Phone number is 562-383-4159. Requests for information received after Friday, September 17, 3:00 pm will not be answered nor responded to.

SECTION B
INSTRUCTIONS TO BIDDERS

CITY OF LA HABRA

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

Bidders must satisfy themselves by personal examination of the location of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and the requirements of this work and shall not at any time after submission of the bid dispute, complain or assert that there was any misunderstanding in regard to the nature or the amount of work to be done unless a written change in these specifications or contract or written clarification thereof has been issued by the City.

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

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

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

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

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

SECTION 3 REQUIREMENTS: **U.S. Department of Housing and Urban Development ("Section 3 Requirements")**

As part of the U.S. Congress adoption of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u), “Section 3” of the findings stated that:

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

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

Consistent with federal regulations found in 24 CFR 135, participation on this contract is applicable to “Section 3” requirements pursuant to 24 CFR 135.3(d), which states:

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

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

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

Bid Preference

A bid preference is available to contractors who commit to achieving the Section 3 employment or subcontracting goals, and who submit a reasonable bid. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3

employment, training and subcontracting opportunity goals by submitting a written commitment. Any Section 3 business seeking a contract or subcontract must submit evidence of their ability to successfully complete the contract, including Section 3 compliance.

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

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

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

The Contractor will be required to comply with applicable provisions of Section 3 as more particularly set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract. The Contractor shall agree that it is under no contractual or other disability which would prevent it from complying with Section 3 requirements. Federal labor standards provisions are included in the Appendix to these Special Provisions.

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

CDBG REQUIREMENTS: This project is funded through the Community Development Block Grant (CDBG). The Contractor shall pay special attention to the Appendix “C” documents required to be submitted with the Proposal. Failure to submit all of the required documents may result in rejection of Proposal as “Non-Responsive”.

SECTION C

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SECTION 1. DEFINITION OF TERMS

CITY: The City of La Habra

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. REQUIREMENTS AND CONDITIONS

ARTICLE 2.01 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORKSITE: Bidders must satisfy themselves by personal examination of the proposed work site and by such other means as they may prefer as to the actual conditions and requirements of the work. Bidders shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

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

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

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

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

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

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

ARTICLE 2.07 BID GUARANTEE:

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

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

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

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

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

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

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

ARTICLE 2.11 PLANS AND SPECIFICATIONS: Plans, specifications and bid documents are on file at the Office of the City Engineer, Civic Center, 110 E. La Habra Blvd., La Habra, California. Copies may be purchased from the City Engineer for a fee of thirty-five dollars (**\$35.00**) for each set of specifications and accompanying drawings. An additional fee of ten dollars (**\$10.00**) shall be charged for requests made by mail. No refunds shall be made for sets of said plans, specifications and bid documents returned. A digital copy of said Contract Documents (saved in PDF format) are available free of charge posted at the following website:

<http://www.ciplist.com/>

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

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

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

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

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

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

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

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

1. Contract
2. Specifications
3. Plans

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. SCOPE OF WORK

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

The Work comprises the furnishing of all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder consist of but not be limited to Mobilization (Not to Exceed Five Percent (5%) of the total bid amount); Storm Water Best Management practices (BMPs); Provide and Install Security Cameras, Speakers, CAT5 Cable, PVC Conduit, Rigid Steel Conduit, PoE Switches, Luminaire, 20' Steel Pole with Foundation, Copper Conductors, Concrete Pullboxes, Uninterrupted Power Supply, and Photocell; Modify Existing Electrical Service Panel board; Sawcut, Remove and Restore Concrete, and all associated work as identified on the Plans, and Specifications, in the City of La Habra.

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

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

SECTION 4. CONTROL OF THE WORK

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

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

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

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

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

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

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

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

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

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

If materials furnished and brought upon the job site by the Contractor for use in the work, or selected for the same by him shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

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

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

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

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

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

Subdivision 4.09.2: Omissions: The Contractor shall omit any portion of the work, labor or materials required to be done or furnished under the plans and the specifications when the necessity for the omission of said work, labor or materials does not appear and cannot with reasonable certainty, diligence and cost be ascertained in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could be foreseen; which said omission of work, labor or materials shall be specified and required in writing

by the Engineer, subject to the approval of the CITY COUNCIL, and shall be deducted from the contract price at the unit prices therefore set forth in said contract. Where the contract price is a lump sum, then the cost of the amount deducted shall be proportion of said lump sum such as the quantity of work, labor or materials omitted bears to the quantity upon which said lump sum is based. If omission of work exceeds 25% of the Contract Price, the Contractor may be compensated by retaining a maximum 5% of the amount in excess of the 25% of the omitted work at the unit prices set forth in said contract.

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

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

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

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

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

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

- Breakdown of each pay item showing locations and quantities of work requested for payment.
- Certification that the as-built records are current and documented in writing.
- Submission of DBE information including DBE amounts completed to date, DBE providers, Monthly DBE Trucking Utilization Report, and certification that the Contractor is meeting DBE contractual requirements.
- Certified Payroll Reports.
- Updated work schedule.
- All change order requests complete to date, including all Force Account cost supporting documentation.
- Copies of all SWPPP and other Best Management Practices reports, and certification that BMP's are current and implemented.

- Certification of all federal requirement postings.
- Copies of test results (if testing is required of Contractor).
- Survey records, maps, cut sheets, calculations, and other data.
- Subcontractor Change Requests and subcontractor data.
- Other forms or reports as may be required by contract.

ARTICLE 4.12 PENALTIES: Notwithstanding penalty provisions elsewhere in these specifications, the CITY may impose financial penalties in the case of the Contractor not fulfilling his contractual obligations. These obligations include, but are not limited to, performing work within the time limits of the contract; public notification; implementation of Best Management Practices, SWPPP, and other management plans; maintaining records; notification of the Engineer; traffic control; safety; controlling the work area; maintaining a competent supervisor on site at all times while performing work; surveying; testing; updating of schedules; and other such contractual obligations. The Contractor shall be responsible for all obligations and penalties applied to subcontractors as if he himself were performing the work.

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

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

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

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

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

ARTICLE 4.14 REMOVAL OF PERSONNEL: The Engineer reserves the right to direct the Contractor to remove any specified personnel from the project at any time without reason. If directed, the Contractor shall immediately remove such personnel from the project site, and replace such with another competent person. This requirement shall apply to subcontractor personnel as if they were the Contractor's personnel. Violation shall be subject to penalties as noted elsewhere in these specifications.

SECTION 5. CONTROL OF MATERIAL

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

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

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

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

No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of materials.

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

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

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

ARTICLE 5.05 PRODUCT DATA: Product Data will be provided to the contractor as reference only. Contractor shall coordinate with product vendor and obtain the latest product data specifications. Engineer shall be notified immediately of any changes.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITIES

ARTICLE 6.01 LAWS TO BE OBSERVED AND DISPUTE RESOLUTION:

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

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

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

Subdivision 6.01.2 General: The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

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

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

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

Subdivision 6.01.5 Certified Payroll: Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the CITY for each week in which any contract work is performed a certified copy of all payroll records. Should the Contractor fail to

provide such payroll certificates, the CITY may withhold one thousand dollars (\$1,000) for each weekly payroll certificate not received from payment due.

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

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

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

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

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

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

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

Subdivision 6.01.8 Alternative Dispute Resolution: In the event that there is any controversy, dispute or claim arising out of or relating to this Agreement, which have not been resolved pursuant to the process summarized in Subdivision 6.01.7 herein, the parties hereto will consult and negotiate with each other and, recognizing their mutual interest, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of sixty (60) days, the matter will be submitted to nonbinding arbitration (“Process”) by written notice from either party to the other. The parties will meet and confer in good faith and select an arbitrator that is agreeable to both sides. The Process will be completed no later than one hundred twenty (120) days (“Process Period”) after tender of the aforementioned written notice, unless the Parties mutually agree to an extension of the Process Period. If the matter is not successfully resolved by the Process, within the Process Period, the parties are free to commence litigation in a court of competent jurisdiction as defined in Subdivision 6.01.6 herein. Any litigation commenced without both parties’ consent prior to the end of the Process Period, will be subject to a stay until the end of the Process Period. The Parties further agree to equally bear the cost of the Process.

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

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

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

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

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

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

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

ARTICLE 6.05 PRESERVATION OF MONUMENTS: The Contractor shall not disturb any monuments, stakes or sign posts found on the line of the improvement until authorized by the Engineer. The Contractor shall bear the expense of resetting any monument, stakes or sign posts which may be disturbed without authorization from the Engineer. After construction and prior to final acceptance, the Contractor's land surveyor or qualified Civil Engineer shall re-survey all field monuments and centerline ties within the construction zone, prepare tie sheets and Corner Record sheets, and file them with the City Engineer for review. After review by the City Engineer, the land surveyor shall file the Corner Records with the Orange County Land Surveyors Office as required by law, and file certified copies of the Corner Records with the City Engineer. Project retention will not be released until all records are recorded with the County Land Surveyor Office.

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

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

ARTICLE 6.08 CONTRACTOR'S RESPONSIBILITY FOR WORK: Except as provided above, until the formal acceptance of the work by the CITY COUNCIL, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-

execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof except for such injuries or damages as occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage of the project site and erect temporary structures where necessary.

ARTICLE 6.09 NO PERSONAL LIABILITY: Before the contract is executed on behalf of the CITY, a bidder to whom the contract has been awarded shall furnish to the CITY a policy or certificate of protective liability insurance in which the CITY shall be named as an additional insured with the bidder. The policy shall insure the CITY, his officers, and his employees; the bidder, his employees and his subcontractors and their employees, their heirs, agents and employees; while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the CITY. The policy shall provide for the following limits:

Public liability insurance in an amount not less than \$1,000,000.00 for injuries including accidental death for any one person and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of any one accident.

Property damage insurance in an amount not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.

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

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

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

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

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

A sheet for listing the subcontractors as required is included in the proposal. The successful responsible bidder shall submit a letter to the CITY requesting approval of all subcontractors. Included in the letter shall be a list of the names and addresses of each Contractor, items to be subcontracted by item number, brief description of the item, and contract bid value. If only a portion of the item is to be subcontracted, that portion and dollar value of work, based on contract item bid value, shall be indicated.

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

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

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

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

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

damage as directed by the Engineer and the Contractor will be paid for such work as extra work as provided in Section 7-4, "Payment for extra work" of the Standard Specifications.

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

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

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

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

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

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

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

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

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

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

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

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

ARTICLE 6.20 LEGAL RELATIONS AND RESPONSIBILITY: The Contractor's attention is directed to the provisions of Section 5, "Legal Relations and Responsibilities", of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the execution of the work.

SECTION 7. PROSECUTION AND PROGRESS

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

ARTICLE 7.02 TIME LIMIT: The work specified herein and shown on the Plans and Specifications shall be completed within **Thirty (30) working days** from the start date specified in the Notice To Proceed. Attention is directed to Section 3-13 and 6-9 of the Standard Specifications for Public Works Construction (The "Greenbook"), "Completion, Acceptance, and Warranty"; and "Liquidated Damages". The CITY shall withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work. Liquidated damages for all work except plant establishment are as shown in the following table:

If the total amount of working days have expired and the work is not complete, liquidated damages are one thousand five hundred dollars (**\$1,500**) per calendar day.

SECTION 8. PAYMENTS

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

Upon expiration of forty-five (45) days after the filing of such Notice of Completion of the work, the CITY will pay to the Contractor the amount remaining after deduction from the amount of value stated in the above-mentioned estimate all prior payments to the contract and all amounts to be kept and retained under the provisions of the Contract.

If the Contractor disagrees with the Engineer's final estimate and within said period of forty-five (45) days files a written statement of his claims, the Engineer will issue as a semi-final estimate the proposed estimate submitted to the Contractor and the CITY will within thirty (30) days pay the

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

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

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

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

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

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

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

SECTION 9. WORK SCHEDULES

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

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

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

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

SECTION 10. CITY REQUIREMENTS

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

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, age, handicap status, or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, age, handicap status, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by awarding authority setting forth the provisions of this fair Employment Practices section.
2. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applications for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records the Fair Employment Practices Commission, the CITY or any other appropriate agency designated by the CITY for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
4. The finding of willful violation of the Fair Employment practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the CITY as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids.

The CITY shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code Section 12970 or obtained an injunction under the Government Code Section 12973.

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

5. The Contractor agrees, that should the CITY determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1755, the Contractor shall, as a penalty to the Agency, forfeit for each calendar day, or portions thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The Agency may deduct any such damages from any monies due to the Contractor from the Contract.
6.
 - a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the CITY from pursuing any other remedies that may be available by law.
 - b. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.
7. Prior to award of the Contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance which shall be evaluated in each case by the CITY.
 - a. The Contractor shall provide evidence, as required by the CITY, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the CITY, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 - (1) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
 - (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

- d. The Contractor shall notify the CITY of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.
8. The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.
9. The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.
10. The Contractor shall comply with the procedures and conditions set forth in Section XII of the City of La Habra Affirmative Action Plan as adopted by Resolution 2404 of the City of La Habra January 21, 1975, a portion of which reads as follows:

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

SECTION 11. CONSTRUCTION DETAILS

ARTICLE 11.01 GENERAL:

Subdivision 11.01.1 Description of Work: **The Work comprises the furnishing of all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder consist of but not be limited to The general items of work to be performed hereunder consist of but not be limited to Mobilization (Not to Exceed Five Percent (5%) of the total bid amount); Storm Water Best Management practices (BMPs); Provide and Install Security Cameras, Speakers, CAT5 Cable, PVC Conduit, Rigid Steel Conduit, PoE Switches, Luminaire, 20’ Steel Pole with Foundation, Copper Conductors, Concrete Pullboxes, Uninterrupted Power Supply, and Photocell; Modify Existing Electrical Service Panel board; Sawcut, Remove and Restore Concrete, and all associated work as identified on the Plans, and Specifications, in the City of La Habra..**

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

The Contractor shall determine the sequence of work necessary to diligently pursue completion of the work, in accordance with the Special Provisions. Work shall be phased and constructed so that at the end of each work day, excavated trenches will be covered flush to grade by steel plates or pavement, opened to traffic, and parking restored. Final paving will be constructed upon completion of any work in each project area. Open trenches adjacent to sidewalks shall be covered and protected for pedestrian traffic (such as water meters and fire hydrants). No open parkway excavation will be allowed over weekends. Sidewalks shall be ramped or filled to grade during the week.

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

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

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

Subdivision 11.01.4 Public Notice: The Contractor shall notify businesses and residents affected by the construction in writing not less than seven (7) days in advance of commencement of demolition, construction, or storage of materials in the street. The notice shall include but not be limited to:

1. The Time and Date of Commencement.
2. Date of Completion.
3. Working hours of construction
4. Name & Telephone number of person to be contacted, at any hours, in the event of a condition requiring immediate correction.

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

The Contractor shall also notify La Habra Police Department, Los Angeles County Fire Department, Trash Hauler, Post Office, Ambulance Service, La Habra City School District, and La Habra School District about the construction. It shall be the Contractor's responsibility to complete the notification letter, with the proper dates, at the time of notification. If the Contractor fails to

meet the schedule indicated in the notice, the Contractor shall reschedule his work and re-notify all those listed above.

Subdivision 11.01.5 Hours of Work: All work shall be performed between 7:30 A.M. and 4:00 P.M., Mondays through Fridays except holidays. No work shall be performed outside normal working hours without advanced authorization from the Engineer. If work is adjacent to a school or on a major street, working hours will be restricted to 9:00 A.M. and 3:00 P.M., Mondays through Fridays except holidays. For any inspection outside of regular working hours, the Contractor shall pay all costs for the inspector's time. Request for overtime inspection shall be made in writing to the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AT&T	YVETTE GAROFANO	(714) 618-9146
CALIFORNIA DOMESTIC WATER COMPANY	CHE VENEGAS	(562) 947-3811
CHEVRON USA	DAVE ZERLER	(310) 669-4014
CITY OF LA HABRA SEWER AND WATER DEPT	BRIAN JONES	(562) 383-4170
COMCAST CABLE COMPANY		(800) 501-5738
CRIMSON PIPELINE	APRIL HARVEY	(562) 285-4195
CR&R (WASTE HAULER)		(714) 372-8209
FRONTIER COMMUNICATIONS	ARIEL FATALA	(714) 375-6717
KINDER MORGAN	DON QUINN	(714) 560-4400
LA HABRA HEIGHTS WATER COMPANY		(562) 697-6769
METROPOLITAN WATER DISTRICT	MATT PARRY	(714) 577-5084
MOBIL OIL	RUTH CRONIN-FRUITT	(310) 212-1761
ORANGE COUNTY SANITATION DISTRICT	DANIEL LEE	(714) 593-7176
PLAINS ALL AMERICAN PIPELINE	JOE MATTEO	(562) 728-2368
SO CAL EDISON	JIMMY PARKIN	(714) 578-3434
SO CAL GAS	GABRIEL DAVALOS	(213) 231-7688
SHELL PIPE COMPANY	CLARINDA MALDONADO	(310) 816-2063
SUBURBAN WATER SYSTEMS	TOM MEDINA	(562) 755-5015
SPECTRUM	DOMINIC HERNANDEZ	(714) 287-9385
TORRANCE LOGISTICS COMPANY	TERI A. SHINDE	(310) 212-1794
UNOCAL	ARNA ADAMS	(213) 864-5663
WESCON C/O VINTAGE PRODUCTION (MATRIX OIL)	EMILIO RODRIGUEZ	(562) 665-9255
UNDERGROUND SERVICE ALERT		(800) 422-4133
ELLER MEDIA		(714) 289-2018

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

ARTICLE 11.10 CONSTRUCTION SURVEY AND MONUMENTATION: NOT USED.

ARTICLE 11.11 RESTORATION OF IMPROVEMENTS: Improvements disturbed by the Contractor shall be restored to its original condition or better as follows:

Lawn Areas: Lawn areas disturbed by the construction area shall be graded smooth and level with the adjacent lawn. All dirt clumps greater than one inch in size shall be

crumbled or removed and all stone or rock shall be removed. The disturbed area shall be replaced with sod of a variety similar to the adjacent lawn. Shrubs destroyed or removed shall be replaced in kind to the satisfaction of the adjacent property owner. Paved areas shall be restored in kind to the satisfaction of the adjacent property owner. All fences disturbed, damaged or removed shall be restored to the satisfaction of the Engineer. In areas of close quarters the Contractor shall excavate by hand. Facilities damaged by using power tools shall be replaced to the satisfaction of the adjacent owner. Cement concrete sidewalks removed or damaged shall be saw-cut and removed to the nearest score mark and replaced in accordance with CITY of La Habra Standard Detail R-14. Any other improvements disturbed shall be restored to its original conditions and to the satisfaction of the adjacent property owner. Sprinklers and irrigation lines disturbed by the construction operations shall be restored to their original condition or better to the satisfaction of the adjacent owner.

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

ARTICLE 11.12 WASTE MANAGEMENT: The Contractor shall comply with the requirements of AB939 and City of La Habra Construction and Demolition Ordinance, and submit a Waste Management Plan for the approval of the Engineer.

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

ARTICLE 11.13 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY: At least five (5) working days prior to commencing work, the Contractor shall submit its construction schedule to the Agency for approval. Based upon the construction schedule, the contractor shall notify residents and businesses of the work. Requests for changes in the schedule shall be submitted by The Contractor to the Engineer for approval at least forty-eight (48) hours prior to the commencement of work.

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

The Contractor shall coordinate any street lane or parking traffic control closures required deliveries or construction activities with the engineer. Traffic control devices and flagmen shall be provided at the Contractor's expense.

Contractor construction operation shall not interfere or obstruct the skate park, restroom or batting cages facilities without approval from the Engineer. Closures and or parking restrictions shall only

be made for the amount of time necessary to complete construction activities. Areas that do not have active construction work shall be secured and reopened. Construction operations within the Boys and Girls Club facility shall be coordinated with building management at all times. Contractor shall not interfere or obstruct daily facilities operations without approval from building management and Engineer. Contractor is responsible for cleanup and safety of all work areas as stated in this Article.

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

ARTICLE 11.14 BID SCHEDULE: The quantities and sizes of materials shown in the bid schedule are for bid purposes only. The actual quantities used for construction and payment purposes shall be measured and determined by the CITY.

ARTICLE 11.15 PROTECT IN PLACE: The Contractor shall at his expense protect all items that are to remain in place as shown on the plans. This includes but is not limited to the existing asphalt parking lot, utilities, sidewalks, drive approaches, curb and gutters, signs, landscaping, fences, poles, underground and above ground conduit, conductors, cables, cameras, pullboxes, cabinets, electrical panels and adjacent properties.

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

ARTICLE 11.16 EARTHWORK: Earthwork shall conform to the requirements of Section 300, "Earthwork" of the Standard Specifications and shall include all clearing and grubbing, demolition, excavation, grading, removal, disposal, backfilling or any other work necessary to prepare the sub-grade for construction of improvements.

Subdivision 11.16.1 Clearing and Grubbing: Clearing and grubbing shall conform to the applicable portions of Section 300, "Earthwork" of the Standard Specifications.

The tasks included as part of clearing and grubbing include the following:

1. Removal and restoration, replacement or relocation of fences, planters, foundations, walls, vegetation and irrigations systems not included as part of other bid items.
2. Protection of existing utilities, trees, fences, walls, signs and other facilities within the construction zone, except those directed to be removed or relocated.

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

ARTICLE 11.17 TRENCHING: (Public Contracts Code Section 7104) If the herein public works contract involved digging trenches or other excavations that extend deeper than four feet below the surface the Contractor shall promptly, and before the following conditions are distributed, notify the local public entity, in writing, of any:

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

ARTICLE 11.18 ROOTS: In some locations, there may be tree roots that need to be removed for proper construction of the improvements. In these cases, the contractor, at his own expense, shall cut, remove, and properly dispose the roots per Engineer instruction and per all applicable laws, rules, and regulation.

The Contractor shall expose the tree roots and notify the Parks Department forty-eight (48) hours in advance prior to performing root pruning or selective root removal.

One of the following methods or a combination of methods shall be used when pruning or root removal of tree roots:

Whenever possible, root pruning should only be performed on one side of a tree at a time, but not on both, unless specifically authorized by an International Society of Arboriculture (I.S.A.), Certified Arborist. The Certified Arborist shall be in good standing with the I.S.A.

- A. Root Pruning: The actual pruning of roots should be done using a trenching machine, which operates in a vertical motion only, with a root pruning attachment or some comparable piece of equipment, which can safely cut a narrow trench four (4) to six (6) inches wide.

- B. Selective Root Removal: Root larger than three (3) inches in diameter shall be horizontally trimmed or selectively removed. The utilization of a chain saw or other sawing tool shall be employed during this procedure. This procedure shall be overseen by an I.S.A. Certified Arborist at the Contractor's expense.

All tree activity shall be conducted in a manner specified by ANSI Z133.1 – 2006 Safety Requirements & ANSI A300 (Part I) – 2001 Standard Practices (Pruning).

If the report from the Certified Arborist recommends the tree be removed because necessary root pruning would be detrimental to the structural integrity of the tree, the Contractor will coordinate with the CITY for removal by City resources.

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

SECTION 12: BID ITEMS FOR SKATEBOARD PARK SECURITY CAMERAS AND LIGHTING PROJECT FY2020-21, PROJECT NO. 1-P-21:

ARTICLE 12.01 MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount):
This bid item shall include all labor, work, and materials necessary to mobilize and demobilize forces, equipment, and materials; obtain bonding, insurance, permits, licenses; submit schedule of values, and other work as necessary to prepare for construction the work. Compensation for Mobilization shall not exceed Five Percent (5%) of the total bid amount.

As part of mobilization, the Contractor shall submit a schedule of values within five working days of notice of award.

As part of mobilization, the Contractor shall document the existing conditions of the interior and exterior of the buildings including the site prior to commencement of work with labels with both videos and pictures.

For Interior Building:

Rooms/Communication Cabinets – videos and pictures of each wall and features including electrical panels, communication cabinets, conduits, cables and network switches.

For Exterior Building:

Exterior – videos and pictures of each existing camera and proposed camera locations. .

Exterior Site – videos and pictures to capture the site improvements, existing lighting poles, walls, parking lots, pull boxes and landscaping.

The contractor shall submit to the city a submittal of the videos and pictures taken. The City will review and confirm adequate pictures have been taken.

Demobilization shall include but not be limited to the following principal items/events:

1. Removal of all construction equipment from the site.

2. Removal of all excess construction materials and debris from site.
3. Final project site clean-up.
4. Restoring any damaged property and obtaining concurrence that the property owners/agencies are satisfied with the way their property was left at the completion of the project.
5. Submitting acceptable "AS BUILT" red line drawings to the owner.
6. Attending final inspection walk-through with the Owner's staff, Design Engineer and Public Works Inspector.
7. Completion of all items on final "Punch List".
8. Resolving any outstanding claims and agreeing with final pay quantities for project close out.

Full compensation for complying with the work contained in this article for MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount) (BID ITEM 1) shall be considered included in the contract bid price per Lump Sum (LS), and no additional compensation will be allowed therefor. Compensation for MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount) (**BID ITEM 1**) shall not exceed **Five Percent (5%)** of the total bid amount. One half of the bid amount shall be paid upon beginning work and completion of at least ten percent (10%) of the other bid items. One half shall be paid upon completion of work, punch-list items, and complete cleanup and restoration of the project site.

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

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

Before starting any work on the project, the Contractor shall submit to the Engineer for acceptance a Water Pollution Control Plan (WPCP) for effective control of water pollution. Such WPCP shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing, or earthwork on the project, other than

that specifically authorized in writing by the Engineer, until such WPCP has been accepted. The Contractor shall revise and bring up to date said WPCP at any time the Engineer makes written request for such revision.

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

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

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

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

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

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

- (1) Such water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.
- (2) Such water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 7-4 "Payment for Extra Work" of the Standard Specifications.

Except as otherwise provided in this Article 12.02, or in the Standard Specifications or elsewhere in these Special Provisions, full compensation for complying with the work contained in this article for STORM WATER BEST MANAGEMENT PRACTICES (BMPs) (BID ITEM 2) shall be considered included in the contract bid price per Lump Sum (LS), and no additional compensation will be allowed therefor.

ARTICLE 12.03 PROVIDE AND INSTALL SECURITY CAMERAS, SPEAKERS, CAT5 CABLE, PVC CONDUIT, RIGID STEEL CONDUIT, PoE SWITCHES, LUMINARE, 20' STEEL POLE WITH FOUNDATION, COPPER CONDUCTORS, CONCRETE PULLBOXES, UNINTERRUPTED POWER SUPPLY, AND PHOTOCCELL; MODIFY EXISTING ELECTRICAL SERVICE PANEL BOARD; AND SAWCUT, REMOVE, AND RESTORE CONCRETE:

A. PROVIDE AND INSTALL SECURITY CAMERAS: Contractor shall furnish and install security cameras per manufacturers specifications and as shown on plans. Contractor shall provide, install, mount, program and network test all equipment for cameras listed in this Article. See plan details for pole mount installation. Test shall be submitted to the City prior to project completion. Manufacturer specifications are shown in Appendix B. For Camera ID 115, the Contractor shall provide new 4" wide 25g galvanize aluminum furring channel cover or approved equal over the new exposed section of the conduit run. Channel shall be painted to match existing building stucco.

1. Provide and install new panoramic camera, AXIS model P3719-PLE with 360 degree view as shown on plan
2. Provide and install new panoramic camera, AXIS model P3807-PVE with 180 degree view as shown on plan
3. Provide and install new fixed box camera, AXIS model Q1647-LE with 360 degree view as shown on plan
4. Provide and install new camera pole mount, AXIS model T91B47 as shown on plan details.
5. Provide and install new camera pendant kit, AXIS model T94N01D as shown on plan details
6. Include all license fees required.

B. PROVIDE AND INSTALL NEW NETWORK SPEAKER. AXIS MODEL C1310-E: Contractor shall furnish and install network speakers per manufacturers specifications and as shown on plans. Contractor shall provide, install, mount, program and network test all equipment. Test shall be submitted to the City prior to project completion. Manufacturer specifications are shown in Appendix B

C. PROVIDE AND INSTALL CAT5 CABLE IN CONDUIT: Contractor shall furnish and install CAT5 camera communication cable as shown on plan. CAT5 cable shall be suitable for 10BASE-T, 100BASE-TX Fast Ethernet and 1000BASE-T Gigabit Ethernet and Power over Ethernet. CAT5E cable shall be suitable for outdoor weather and for direct burial applications.

1. Provide and install NEW CAT5 in new conduit as shown on plan.
2. Provide and install NEW CAT5 in existing conduit as shown. Existing conduit, cables and conductors shall be protected in place.

D. PROVIDE AND INSTALL NEW SCH 40 PVC CONDUIT: Contractor shall furnish and install rigid non-metallic grey color schedule 40 PVC conduit as shown on plans per section 701-12.4 of the Greenbook Standard Specifications for Public Works Construction 2018 edition.

Contractor shall provide all necessary fittings, mountings and connections necessary for installation as shown on plans. Sizes and locations as follows:

1. Provide and install new 1-1/4" PVC Conduit for underground application
2. Provide and install new 2" PVC Conduit for underground application

Contractor shall install underground conduit per section 701-12.1 of the Greenbook Standard Specifications for Public Works Construction 2018 edition and per details shown on plans.

All landscaping, trees, ground cover, and plants, that were disturbed at the area where improvements are install shall be restored to its original condition per section 800-1 of the Greenbook Standard Specifications for Public Works Construction 2018 edition. All irrigation components including valves, wiring, pullboxes, pipes and fittings that were disturbed at the area where improvements are install shall be restored to its original condition per section 800-2 of the Greenbook Standard Specifications for Public Works Construction 2018 edition

E. PROVIDE AND INSTALL NEW RIGID STEEL CONDUIT: Contractor shall furnish and install rigid steel conduit size and location as shown on plans per section 701-12.2 of the Greenbook Standard Specifications for Public Works Construction 2018 edition. Contractor shall provide all necessary fittings, mountings and connections necessary for installation as shown on plans. Sizes and locations as follows:

1. Provide and install new 1" Rigid Steel Conduit for above ground indoor or outdoor application
2. Provide and install new 2" Rigid Steel Conduit for above ground indoor or outdoor application where multiple cables exceed 3 total.
3. Drill and tap 1" Rigid Steel Conduit and provide and install J-box. J-Box shall be metallic conduit outlet body Style LB, or City-approved equal, and sized to fit conduit. J-Box shall be covered with tamper proof cover. Provide junction fitting from Rigid Steel to PVC pipe for undergrounding.

All landscaping, trees, ground covers, and plants, that were disturbed at the area where improvements are install shall be restored to its original condition per section 800-1 of the Greenbook Standard Specifications for Public Works Construction 2018 edition. All irrigation components including valves, wiring, pullboxes, pipes and fittings that were disturbed at the area where improvements are install shall be restored to its original condition per section 800-2 of the Greenbook Standard Specifications for Public Works Construction 2018 edition

F. PROVIDE AND INSTALL POWER OVER ETHERNET (PoE SWITCH): Contractor shall furnish and install Power of Ethernet switches per manufacturers specifications and as shown on plan. Contractor shall install switch in designated rack inside of communication cabinet or wall mounted per direction of the engineer. Contractor shall provide, install, program and network test all equipment. Test shall be submitted to the City prior to project completion. Manufacturer specifications are shown in Appendix B.

1. Provide and install new 8-port network switch in existing electrical room AXIS T8508 PoE+ per manufacturer specifications inside Boys and Girls Club building.
2. Provide and install new 16-port network switch in existing communication cabinet AXIS T8516 PoE+ per manufacturer specifications inside restroom building.

G. PROVIDE AND INSTALL LUMINAIRE: Work under this item shall include, but not be limited to, the cost of all labor, equipment and materials for furnishing and installing new General Electric 48 watt and 30 watt or approved equal, LED luminaire with shorting cap on new or existing light standard per plan; installing double fuse holder with 5 amp glass type fuses (Tron #HEX-AA) in adjacent pull box; and all other items to complete the work in place.

1. Provide and install new 48W LED Post Top Luminaire GE Evolve 48W or approved equal, 120V, Symetric Type V distribution, 4,000K, Leaf Pod, Colony Top, Dark Bronze finish per manufacturer specifications.
2. Provide and install new 30W LED Flood Light on Existing Pole, GE Evolve 30W or approved equal, 120V, 5,000 lm, 4,000K with gray finish per manufacturer specifications.

H. PROVIDE AND INSTALL 20' STEEL POLE WITH FOUNDATION: Work under this item shall include, but not be limited to, the cost of all labor, equipment and materials for installing new light standard 20' round tapered steel pole on new foundation, as shown on plan, installing 4" grout cap, backfilling, compacting, restoring surface (full panels) to match adjacent area including landscaping and irrigation systems; disposing of excess excavated materials; installing luminaires/cameras per plan and as directed by the Engineer; and all other items to complete the work in place. Foundation shall be constructed per plan details and per section 201-1.1. Foundation concrete mix shall be 560-C-3250 per table 201-1.1.2 of the Greenbook Standard Specifications for Public Works Construction 2018 edition.

All landscaping, trees, ground covers, and plants, that were disturbed at the area where improvements are install shall be restored to its original condition per section 800-1 of the Greenbook Standard Specifications for Public Works Construction 2018 edition. All irrigation components including valves, wiring, pullboxes, pipes and fittings that were disturbed at the area where improvements are install shall be restored to its original condition per section 800-2 of the Greenbook Standard Specifications for Public Works Construction 2018 edition

I. PROVIDE AND INSTALL COPPER CONDUCTORS: Contractor shall furnish and install new (2) #8 stranded copper insulated conductors with (1) #8 bare copper conductors for the as shown on plans per section 700-4.2 of the Greenbook Standard Specifications for Public Works Construction 2018 edition. All Conductors shall be copper type "THWN" below grade and type "THHN/THWN" for exposed and above grade work. Work under this item shall include, but not be limited to, the cost of all labor, equipment and materials and appurtenances in installing conductors in existing or new conduit as shown on plans; removing, salvaging, and/or disposing existing wiring/pull rope; and all other items to complete the work in place. Conduit ends shall be re-sealed with duct seal or Engineer approved equal.

J. PROVIDE AND INSTALL CONCRETE PULLBOXES: Contractor shall install concrete pull boxes as shown on plan per section 701-11 of the Greenbook Standard Specifications for Public Works Construction 2018 edition. Pull box shall be suitable to house both electrical and camera cables. Work under this item shall include, but not be limited to, the cost of all labor, equipment and materials for furnishing and installing #5 F Eisel concrete pull box with lid shows "CABLE TV", or as directed by the Engineer, as noted on plans; installing minimum 24" of additional wiring and coil (pigtail) within pull box; setting pull box lids with tamper-proof stainless steel locking bolts/nuts, Bryce Fastener or equivalent; lock nuts shall be 3/18-16 Penta Nut 316SS; saw cutting and removing pavement; backfilling, compacting, restoring surface (full panels) to match adjacent area including landscaping and irrigation systems; disposing of excess excavated materials; and all other items to complete the work in place. Final location of pull box to be approved by engineer.

K. PROVIDE AND INSTALL UNINTERRUPTED POWER SUPPLY: Contractor shall furnish and install Uninterrupted Power Supply (UPS) unit per manufacturers specifications and as shown on plan. Contractor shall install UPS for power protection of existing server and switch inside of water building communication cabinet per direction of the engineer.

L. PROVIDE AND INSTALL PHOTOCELL: Contractor shall furnish and install lighting photocell on roof of restroom building per manufacturers specifications and as shown on plan. Photocells shall be Fisher Pierce, 7-Pin, twist lock, or City-approved equal. Photocells installed for service cabinets shall include control relays.

M. MODIFY EXISTING ELECTRICAL SERVICE PANELBOARD: Contractor shall Work under this item shall include, but not limited to, the cost of all labor, equipment and materials for modifying the existing electrical service panelboard to provide new contactors and 1P 20 amp breakers for the required circuits; coordinating with the Engineer; connecting conductors and wiring; labeling circuits per NEC; installing twist-lock photo electric cell with shield facing away from adverse lighting conditions at location shown on plan; and all other items to complete work in place. The Contractor shall complete all work relating to modifying service panelboard, including, but not limited to, furnishing and installing equipment, coordinating with Engineer, and ensuring the new system is operational. Work shall be completed to the satisfaction of the Engineer prior to proceeding with remaining scheduled work.

N. SAWCUT, REMOVE, AND RESTORE CONCRETE: Contractor saw cut neatly all concrete pavement and sidewalk needed to be removed in order to install improvements. Contractor shall sawcut using the wet cut method and all slurry shall be vacuum removed. All disturbed concrete pavement and or sidewalk at the area where improvements are installed shall be restored to its original condition to the nearest score line.

Full Compensation for complying with all work contained in this section shall be included in the contract LUMP SUM (LS) price bid for the PROVIDE AND INSTALL SECURITY CAMERAS, SPEAKERS, CAT5 CABLE, PVC CONDUIT, RIGID STEEL CONDUIT, PoE SWITCHES, LUMINARE, 20' STEEL POLE WITH FOUNDATION, COPPER CONDUCTORS, CONCRETE PULLBOX, UNINTERRUPTED POWER SUPPLY, AND PHOTOCELL; MODIFY EXISTING

ELECTRICAL SERVICE PANEL BOARD; AND REMOVE AND REPLACE CONCRETE
(BID ITEM 3) bid item, and no additional compensation will be allowed therefor.

SECTION D

PROPOSAL

PROPOSAL

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

Gentlemen:

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

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
CITY PROJECT NO. 1-P-21**

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.

A *(Cashier's Check) *(Certified Check) *(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of _____ dollars (\$ _____),

which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the *Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(*) Delete inapplicable word or phrase.

It is understood and agreed that:

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

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

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

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

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

Date: _____, 2021

Bidder _____

By _____

Title _____

Bidder's Post Office Address:

Corporation organized under
the laws of the State of

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

(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. _____ Expiration Date _____

Classification of Contractor's License No. _____

Contractor _____
(name of firm)

By _____
(signature) (title)

Business Address: _____

Phone () _____

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

Contractor Date

Contractor's DIR Public Works Registration No. _____

EXHIBIT A
BID SCHEDULE

SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
CITY PROJECT NO. 1-P-21

ITEM NO.	DESCRIPTION	QUAN TITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS		
2	STORM WATER BEST MANAGEMENT PRACTICES (BMPS)	1	LS		
3	PROVIDE AND INSTALL SECURITY CAMERAS, SPEAKERS, CAT5 CABLE, PVC CONDUIT, RIGID STEEL CONDUIT, PoE SWITCHES, LUMINAIRE, 20' STEEL POLE WITH FOUNDATION, COPPER CONDUCTORS, CONCRETE PULLBOXES, UNINTERRUPTED POWER SUPPLY, AND PHOTOCCELL; MODIFY EXISTING ELECTRICAL SERVICE PANEL BOARD; AND SAWCUT, REMOVE AND RESTORE CONCRETE	1	LS		

TOTAL BID PRICE :

TOTAL BASE BID FOR BID FORM PRICE IN FIGURES: \$ _____

TOTAL BASE BID PRICE FOR BID FORM IN WORDS: _____

CONTRACTOR

BY

TITLE

DATE _____

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

**APPENDIX “C” MUST BE FILLED OUT AND SUBMITTED WITH THE
BID.**

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

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

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

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

REFERENCES

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

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

b. Has License ever been suspended or revoked? _____

If yes, described when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

DBE BIDDER'S LIST

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

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

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

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

DISQUALIFICATION OR DEBARMENT

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

Yes/No: _____

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

LIST OF SUBCONTRACTORS

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
CITY PROJECT NO. 1-P-21**

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

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

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

Contractor _____

BID SECURITY FORM

(Check to Accompany Bid)

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

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

**LA BONITA PARK
SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21
CITY PROJECT NO. 1-P-21**

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

Bidder

*Delete the inapplicable word.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

**LA BONITA PARK
SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21
CITY PROJECT NO. 1-P-21**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this _____

day of _____, 2021.

BIDDER

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

NON-COLLUSION AFFIDAVIT
FOR

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21
CITY PROJECT NO. 1-P-21**

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

STATE OF CALIFORNIA)
) SS.
)

_____, being first duly sworn,
deposes and says that he is _____
(sole owner, partner, president, secretary, etc.)

of _____

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 2021

SEAL OF NOTARY PUBLIC

Certification of Understanding and Authorization

PROJECT NAME/NUMBER

AWARDING AGENCY

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

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

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

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

NAME

TITLE

SIGNATURE

DATE

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

NAME

TITLE

SIGNATURE

DATE

WORKER'S COMPENSATION CERTIFICATE

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

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

Contractor _____

By _____

Title _____

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

Public Contract Code Section 10232 Statement

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

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

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

ACKNOWLEDGEMENT OF CDBG REQUIREMENTS

The Bidder shall acknowledge the required Appendix “C” documents that must be included with the bid proposal by placing an “X” by each listed document.

- *System for Award Management (SAM) Registration Requirement _____
- *Non-Segregated Facilities Certification _____
- *Contractor List of Proposed Subcontractors _____
- *Notice of Equal Employment Opportunity _____
- *Past Performance Certification _____
- *Non-Discrimination Certification _____
- *Minority and Women’s Business Enterprise Tiered Compliance Plan _____
- *All-Purpose Acknowledgement _____
- *Federal Lobbyist Certification _____
- *Disclosure of Lobbying Activities _____
- *Debarment and Suspension Certification _____
- *Compliance with Clean Air and Water Acts _____
- *Section 3 Business Certification Form _____
- *Section 3 Economic Opportunity Plan **(If Applicable)** _____
- *2020-2021 Resident Certification **(If Applicable)** _____
- *Notice of Section 3 Commitment _____
- *U.S. Department of Housing and Urban Development Report of Additional Classification and Rate **(If Applicable)** _____

If any required document listed above is not submitted with the Bid Proposal, the Bid Proposal may be rejected.

SECTION E
AGREEMENT

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2021 by and between **THE CITY OF LA HABRA**, hereinafter referred to as the “**CITY**” and _____ hereinafter referred to as the “**CONTRACTOR**”.

RECITALS

WHEREAS, the City requires **CONSTRUCTION WORK**: and,

WHEREAS, the Contractor is qualified and experienced to perform such work; and,

NOW, THEREFORE, **CITY** and **CONTRACTOR** for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I SCOPE OF WORK; TERM

1.1 General Scope of Work:

CONTRACTOR shall for the price bid, upon request from **CITY**, furnish at his /her own proper cost and expense all necessary labor, materials, equipment, methods, processes, implements, services, tools, supplies, transportation, utilities and all other items and facilities to perform the required work for the **SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS PROJECT FY 2020-21 CITY PROJECT NO. 1-P-21**(hereinafter “The Project”). The project shall be performed in accordance with the contract documents consisting of the Proposal, the Bid Schedule as “Exhibit A”, the Agreement, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Standard Plans for the City of La Habra and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, together with all additions, any modifications or interpretations of any said documents are hereby incorporated in and made part of this Agreement as fully as if set forth herein.

1.2 Term.

The term of this Agreement shall begin upon signing by both parties and continue until completion of the work and it’s final acceptance by the **CITY**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF CONTRACTOR

2.1 Control and Payment of Subordinates.

CITY retains **CONTRACTOR** as an independent contractor and not an employee of the **CITY**. All personnel to be utilized by **CONTRACTOR** in the performance of this Agreement shall at all times be under **CONTRACTOR’S** exclusive direction and control.

CONTRACTOR shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Project under this Agreement and as required by law. **CONTRACTOR** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All work constructed by **CONTRACTOR** shall be subject to the inspection and approval of the **CITY**.

2.3 Standard of Care, Licenses.

CONTRACTOR shall perform the Work under this Agreement in a skillful and competent manner. **CONTRACTOR** shall be responsible to **CITY** for any errors in its performance of this Agreement. **CONTRACTOR** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice and to perform the Project hereunder. **CONTRACTOR** further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

2.4 Project Representatives.

CONTRACTOR assigns _____ as its Project Representative who shall coordinate all phases of the Project. The Project Representative shall be available to **CITY** at all reasonable times. **CONTRACTOR** may appoint another person as Project Representative upon written notice to **CITY**. **THE CITY ENGINEER** shall act as **CITY'S** Project Representative for purposes of this Agreement.

2.5 Accounting Records.

CONTRACTOR shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Project. All such records shall be clearly identifiable as being associated with this Project. **CONTRACTOR** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONTRACTOR** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III COMPENSATION

3.1 Compensation.

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Work completed under this Agreement at the rates set forth in the Bid Schedule attached hereto

as “**EXHIBIT A**”. Total compensation shall not exceed bid amount without written approval of **CITY’S** Project Representative. [Extra work may be authorized as described below, and, if authorized, shall be compensated at the rates and manner set forth in this Agreement]. The **CITY MANAGER** may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires City Council Authorization.

3.2 Payment of Compensation.

CONTRACTOR shall provide **CITY** an itemized monthly statement, which indicates work completed, to the Project by **CONTRACTOR** from the date of written notice to proceed, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**; payment will be made for the approved amount of the invoice minus five (5) percent. The five (5) percent retained will be held until forty-five (45) days after final completion and acceptance of the contract work.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONTRACTOR** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONTRACTOR** shall not perform Extra Work until receiving prior written authorization from **CITY’S** Project Representative.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONTRACTOR**. In such event, the compensation and time of performance shall be subject to renegotiations upon written demand of either party to the Agreement. Failure of the **CONTRACTOR** to secure **CITY’S** written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate **CITY** authorization.

3.5 Notices.

The **CITY ENGINEER** or his designee shall be the representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the **CITY**, called for by this Agreement, except as otherwise expressly provided in this Agreement. _____ shall be the representative of **CONTRACTOR** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CONTRACTOR**, called for by this Agreement, except as otherwise expressly provided in this Agreement.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: Christopher L. Johansen, P.E.
City Engineer
City of La Habra
110 E. La Habra Blvd.,
La Habra, CA 90631

TO CONTRACTOR: _____

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

3.6 Reimbursement for Expenses

CONTRACTOR shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV
INSURANCE

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONTRACTOR** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONTRACTOR** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- a. **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising

injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Products-Completed Operations: CONTRACTOR shall procure and submit to CITY evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

- b. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- c. **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- d. **Surety Bonds:** CONTRACTOR shall provide the following Surety Bonds:
 - a. Bid Bond
 - b. Performance Bond
 - c. Payment Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate officer, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CITY for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability & CONTRACTORS Pollution Liability

(1) **Additional Insured:** The **CITY**, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the **CONTRACTOR** including materials, parts or equipment furnished in connection with such work or operations. Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of **CONTRACTOR**
4. Exclude "Third-Party-Over-Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The **CITY**, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the **CONTRACTOR**.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Contractor.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONTRACTOR**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No

representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONTRACTOR** from waiving the right of subrogation prior to a loss. **CONTRACTOR** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONTRACTOR** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONTRACTOR** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONTRACTOR** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONTRACTOR agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONTRACTOR** has fully complied with the insurance provisions of this Contract.

In the event that the **CONTRACTOR'S** operations are suspended for failure to maintain required insurance coverage, the **CONTRACTOR** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage, including for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONTRACTOR'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONTRACTOR shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONTRACTOR** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-contractors' own actions during the performance of this Agreement.

4.15 Notice of Policy Changes.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **CITY**.

Unless **CONTRACTOR'S** insurer agrees to provide thirty (30) days written notice of any changes or modifications to any policies as required by this clause, **CONTRACTOR** shall provide copies of all required policies or certificates of insurance as may be requested by **CITY** to establish that such policies have not been modified or reduced in coverage or in limits.

ARTICLE V TERMINATION AND INDEMNIFICATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONTRACTOR** of such termination, and specifying the effective date thereof. **CONTRACTOR** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONTRACTOR** may not terminate this Agreement except for cause.

5.1.1 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CITY** shall pay **CONTRACTOR** for services performed through the date of termination, upon receipt of written documentation of said services. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.1.2 Termination for Cause.

Should **CONTRACTOR** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONTRACTOR** by **CITY**, then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONTRACTOR** shall be compensated for services, which have been completed and accepted by **CITY**. **CONTRACTOR** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONTRACTOR** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.2 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, CITY may procure, any and all services as may be necessary to complete the Project.

5.3 Work Product.

Upon termination of this Agreement, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by CONTRACTOR in performance of this Agreement.

5.4 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

Except as to the sole or active negligence or willful misconduct of the CITY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

CITY will notify CONTRACTOR of the receipt of any third party claim related to this contract within 30 business days of receipt. The CITY is entitled to recover its reasonable costs incurred in providing the notification. (Public Contracts Code Section 9201)

ARTICLE VI GENERAL PROVISIONS

6.1 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. Only by writing signed by both parties may modify this Agreement.

6.2 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.3 Subcontracts.

6.4 Equal Opportunity Employment.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONTRACTOR** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONTRACTOR** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.5 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.6 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.7 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.8 Right to Employ Other Contractors.

CITY reserves the right to employ other contractors in connection with this Project.

6.9 Covenant Against Contingent Fees.

The **CONTRACTOR** warrants that he has not employed or retained any company or person, other than a bona fide employee working with the **CONTRACTOR**, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For

breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.10 Conflict of Interest.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONTRACTOR**.

6.11 Statement of Economic Interest.

If CITY determines **CONTRACTOR** comes within the definition of **CONTRACTOR** under the Political Reform Act (Government Code §87100 et. seq.), **CONTRACTOR** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the CITY disclosing **CONTRACTOR** and/or such other person's financial interests.

6.12 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.13 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.14 Taxes.

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONTRACTOR** agrees to indemnify and hold the CITY harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONTRACTOR'S** failure to pay, when due, all such taxes and obligations.

6.15 Compliance With Law.

CONTRACTOR shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONTRACTOR** and his/her work hereunder.

6.16 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products that may be compiled by the **CONTRACTOR** under the Agreement shall be vested in the **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the **CITY** without restriction or limitations on their use. **CONTRACTOR** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.17 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.18 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.19 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.20 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA

CONTRACTOR

JIM SADRO
CITY MANAGER

Name: _____

Title: _____

ATTEST:

LAURIE SWINDELL, CMC
CITY CLERK

APPROVED AS TO FORM:

RICHARD D. JONES
CITY ATTORNEY

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ hereinafter referred to as

“Contractor”, as principal, and _____

_____ as surety, are held and firmly

bound unto City of La Habra in the sum of _____

_____ Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of Park Improvements as specifically set forth in the documents entitled:

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
CITY PROJECT NO. 1-P-21**

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2020.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ Hereinafter referred to as

“Contractor”, as principal, and _____

_____ as surety, are held and firmly

bound unto the City of La Habra, California in the sum of

Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said City of La Habra for the construction of Park Improvements as specifically set forth in documents entitled:

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21
CITY PROJECT NO. 1-P-21**

And is required under the terms of the Contract to give this bond in connection with execution of said contract.

NOW, THEREFORE, if the said Contractor or any of his subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned

Contract, said surety will pay the same in an amount not exceeding the sum specified in this bond and in case suit is brought upon this bond a reasonable attorney’s fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions

of Title 3 of Part 6 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Section 9550-9566, inclusive.

PROVIDED, that any alterations in the work to be done or the material to be furnished which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2021.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21
CITY PROJECT NO. 1-P-21**

_____ Certifies that:

(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: _____

By: _____

Title: _____

Date:

APPENDIX “A”

PROJECT PLANS

GENERAL NOTES

- ALL WORK AS SHOWN ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CITY OF LA HABRA STANDARD DETAILS AND STANDARD SPECIFICATION SUPPLEMENT.
- DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY'S REPRESENTATIVE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS IN SUCH A MANNER SO AS TO PREVENT DAMAGE TO EXISTING SUBSTRUCTURES. IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND TOTAL EXPENSE FOR REPAIR AND/OR REPLACEMENT OF SAID SUBSTRUCTURE.
- THE CONTRACTOR SHALL CONDUCT ALL OPERATIONS AND PERFORM ALL WORK PER THE SPECIAL PROVISIONS OF THE SPECIFICATIONS.
- THE CONTRACTOR SHALL NOT BLOCK DRIVEWAYS OR VEHICULAR TRAFFIC DURING THE PROCESS OF CONSTRUCTION.
- THE CONTRACTOR WILL COMPLY TO THE REQUIREMENTS OF THE LATEST VERSION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), AND ALL CURRENT CALIFORNIA SUPPLEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND FEES.
- LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT: 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING OF CONSTRUCTION.
- ALL TREES, SHRUBS, SIGNS, FENCES, GUARD POSTS, SPRINKLER SYSTEMS, METERS, POWER POLES, STREET LIGHTS, BUILDINGS, SKATE BOWLS, BASKETBALL COURT, SECURITY CAMERAS, CONCRETE PAVEMENT ETC. TO BE PROTECTED, UNLESS NOTED OTHERWISE.
- ALL EXISTING ELEVATIONS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION AND, IF NECESSARY, ALL OTHER ELEVATIONS SHALL BE ADJUSTED BY THE FIELD ENGINEER.
- ALL ELEVATIONS SHALL BE HELD TO MATCH EXISTING IMPROVEMENTS.
- CONTRACTOR SHALL COORDINATE ACCESS TO PARK FACILITIES WITH CITY STAFF MINIMUM SEVEN (7) WORKING DAYS PRIOR TO START OF WORK.

NOTIFICATIONS

AGENCY	PHONE No.	CONTACT
CITY OF LA HABRA WATER & SEWER	(562) 383-4170	BRIAN JONES
SOUTHERN CALIFORNIA GAS COMPANY	(213) 231-7698	GABRIEL DAVALOS
SOUTHERN CALIFORNIA EDISON COMPANY	(714) 578-3434	JIMMY PARKIN
AT&T	(714) 818-9146	YVETTE GAROFANO
ORANGE COUNTY SANITATION DISTRICT	(714) 593-7176	DANIEL LEE
UNDERGROUND SERVICE ALERT	(800) 422-4133	

SHEET INDEX

SHEET NO.	DWG. NO.	DESCRIPTION
1	T-01	TITLE SHEET
2	D-01	CAMERA AND SPEAKER PLAN
3	D-02	CAMERA VIEW PLAN
4	D-03	NETWORK DIAGRAM
5	D-04	CAMERA DETAILS
6	D-05	LIGHTING PLAN
7	D-06	LIGHTING DETAILS

DESIGN AND CONSTRUCTION STANDARDS

- THE FOLLOWING STANDARDS PLANS AND SPECIFICATIONS ARE APPLICABLE TO THIS PROJECT:
 - CITY OF LA HABRA STANDARD PLANS AND SPECIFICATIONS
 - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK", CURRENT EDITION.
 - CALTRANS STANDARD PLANS AND SPECIFICATIONS, CURRENT EDITION.
 - MANUFACTURER SPECIFICATIONS.
 - CALIFORNIA BUILDING CODE (CBC) LATEST EDITION
 - NATIONAL ELECTRICAL CODE (NEC) LATEST EDITION

PROJECT DIRECTORY

OWNER
CITY OF LA HABRA
621 W LAMBERT RD.
LA HABRA, CA 90631
PHONE: (562) 383-4170
CONTACT: JOSHUA HO

CIVIL ENGINEER
JMDIAZ (JMD), INC
18845 GALE AVE, SUITE 212
CITY OF INDUSTRY, CA 91748
PHONE: (626) 820-1137
CONTACT: IVAN SALVATIERRA

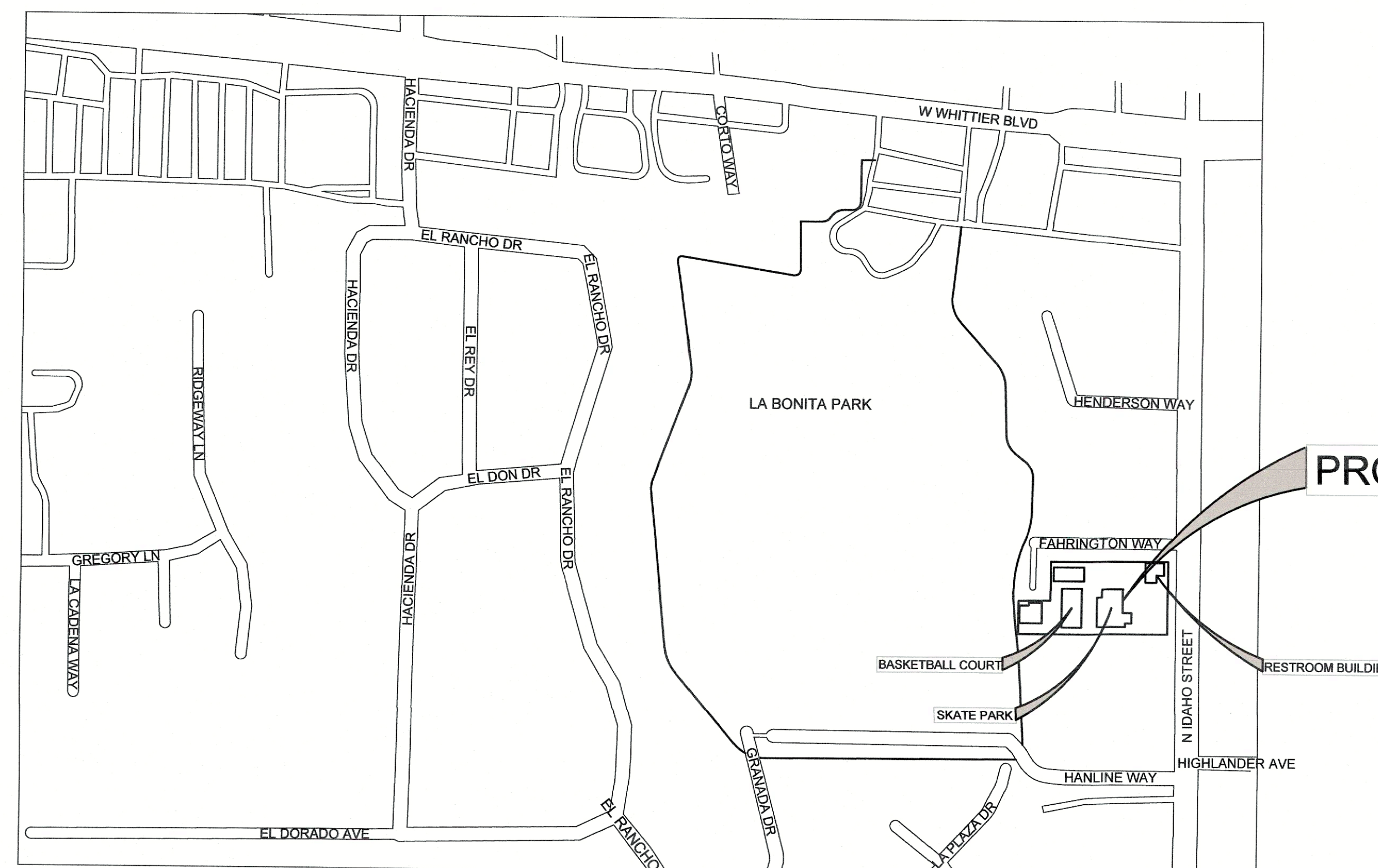
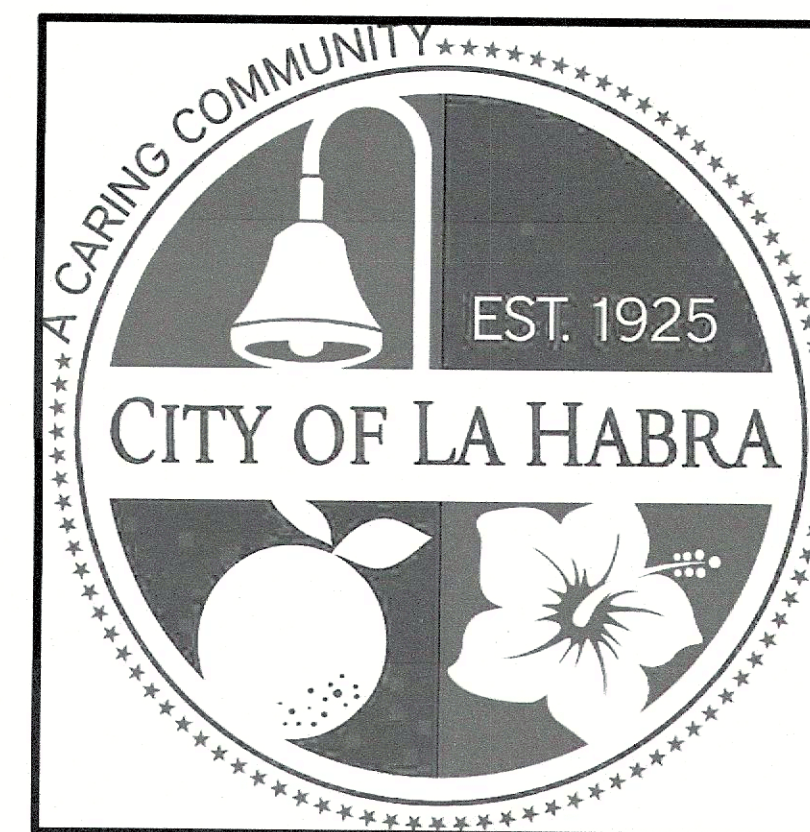
SCOPE OF WORK

THE WORK COMPRISES THE FURNISHING OF ALL MATERIALS, EQUIPMENT, TOOLS, LABOR AND INCIDENTALS AS REQUIRED BY THE PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE STATED PROJECT. THE GENERAL ITEMS OF WORK TO BE PERFORMED HEREUNDER CONSIST OF BUT NOT BE LIMITED TO INSTALLATION OF ABOVE AND UNDERGROUND CONDUIT, PULL BOXES, LIGHTING POLES, ELECTRICAL CONDUCTORS, CAT5 CABLE; INSTALLATION AND IMPLEMENTATION OF NETWORK CAMERAS, SPEAKERS AND SWITCHES; TROUBLESHOOTING EXISTING CONNECTIVITY ISSUES; LICENSING AND SERVER IMPLEMENTATION, AND ALL ASSOCIATED WORK AS IDENTIFIED ON THE PLANS, AND SPECIFICATIONS, IN THE CITY OF LA HABRA.

CITY OF LA HABRA

PLANS FOR THE CONSTRUCTION OF SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS PROJECT FY 2020-21

CITY PROJECT NO. 1-P-21



NOT TO SCALE

VICINITY MAP

CAMERA CONSTRUCTION NOTES

- PROTECT IN PLACE EXISTING CONDUIT. EXISTING SIZE AND CABLES AS SHOWN
- INSTALL CABLE(S) INTO CONDUIT AS SHOWN
- INSTALL NEW 1-1/4" SCH 40 PVC CONDUIT AND PULLROPE AS SHOWN. SEE DWG D-04 FOR TRENCH DETAIL.
- INSTALL NEW 1" RIGID STEEL CONDUIT ON ROOF. SEE DWG D-04 FOR MOUNTING DETAIL. SPACE MOUNTING BLOCKS APPROXIMATELY EVERY 6' OR AS NEEDED. FINAL LOCATION TO BE DETERMINED BY ENGINEER
- INSTALL NEW PANORAMIC CAMERA. AXIS MODEL P3719-PL
- INSTALL NEW PANORAMIC CAMERA. AXIS MODEL P3807-PVE
- INSTALL NEW FIXED BOX CAMERA. AXIS MODEL Q1647-LE
- INSTALL NEW NETWORK SPEAKER. AXIS MODEL C1310-E.
- SEE DWG D-07 FOR POLE AND FOUNDATION DETAIL.
- INSTALL NEW PULL BOX. SEE DWG D-04 FOR DETAIL.
- REMOVE EXISTING CAMERA. CAMERA TO BE RETURNED TO CITY.
- PROTECT IN PLACE EXISTING CAMERA.
- INSTALL NEW CABLES THROUGH EXISTING ROOF PENETRATION. FILL PENETRATION WITH WEATHER PROOF SEALANT.
- SAW CUT AND REMOVE CONCRETE SIDEWALK. INSTALL 2" SCH 40 PVC CONDUIT AND BUILDING WALL PENETRATION FOR CAMERA CABLE PER DWG D-04 DETAIL. CABLES AS SHOWN. RESTORE CONCRETE TO ORIGINAL CONDITION TO THE NEAREST SCORE LINE.
- INSTALL 2" RIGID CONDUIT INSIDE BUILDING AND MAKE NECESSARY CONNECTIONS INTO EXISTING COMMUNICATION CABINET. CABLES AS SHOWN. SEE DWG D-04 FOR WALL PENETRATION DETAIL.
- PROTECT IN PLACE EXISTING CABLES AND CONDUIT. RE-USE EXISTING CABLE FOR NEW CAMERA CONNECTION.
- INSTALL NEW 8-PORT SWITCH IN EXISTING ELECTRICAL ROOM. EXISTING SWITCH TO BE RETURNED TO CITY.
- INSTALL NEW 16-PORT SWITCH IN EXISTING COMMUNICATION CABINET. EXISTING SWITCH TO BE RETURNED TO CITY.
- INSTALL NEW UNINTERRUPTED POWER SUPPLY (UPS) IN EXISTING COMMUNICATION CABINET. CONNECT TO EXISTING SERVER.
- EXIST CAMERA 112/113/114 IS INACTIVE. CAMERA AND VIEWS ARE SHOWN AS REFERENCE ONLY.

LIGHTING CONSTRUCTION NOTES:

- INSTALL 30W LED FLOOD LIGHT ON EXISTING POLE PER DETAIL SHEET.
- INSTALL 2-#8 STRANDED COPPER INSULATED CONDUCTORS AND 1-#8 BARE COPPER CONDUCTOR IN NEW CONDUIT. CONDUIT ENDS SHALL BE RESEALED WITH DUCTSEAL OR EQUAL.
- INSTALL 2-#8 STRANDED COPPER INSULATED CONDUCTORS AND 1-#8 BARE COPPER CONDUCTOR IN EXISTING CONDUIT. CONDUIT ENDS SHALL BE RESEALED WITH DUCTSEAL OR EQUAL. UTILIZE EXISTING SPARE CONDUIT AND PULL ROPE PER DIRECTION OF ENGINEER
- INSTALL 2-#8 STRANDED COPPER INSULATED CONDUCTORS AND 1-#8 BARE COPPER CONDUCTOR IN EXISTING CONDUIT. CONDUIT ENDS SHALL BE RESEALED WITH DUCTSEAL OR EQUAL.
- INSTALL 1 1/2" PVC (SCHEDULE 40) CONDUIT IN TRENCH. SEE DWG D-04 FOR TRENCH DETAIL. RESTORE SURFACE TO MATCH EXISTING.
- EXISTING CONDUIT AND CONDUCTORS TO REMAIN.
- MODIFY EXISTING SERVICE PANELBOARD R-1 TO ACCOMMODATE LIGHTS. INCLUDE 20A BREAKERS. SEE DETAIL SHEET.
- INSTALL 20' STEEL POLE WITH FOUNDATION. INSTALL 48W LED POST TOP LUMINAIRE. SEE DETAIL SHEET.
- INSTALL PHOTOCELL. MOUNT AT TOP OF ROOF. SHIELD FROM ALL ARTIFICIAL LIGHT SOURCES. INSTALL CONDUIT AND MAKE NECESSARY CONNECTIONS.
- INSTALL 1 1/2" PVC (SCHEDULE 40) CONDUIT UNDER EXISTING PAVEMENT. RESTORE SURFACE TO MATCH EXISTING. PROTECT EXISTING PAVEMENT IN PLACE.
- DRILL AND TAP 1" GALVANIZED STEEL CONDUIT TO EXISTING POLE BASE WITH J-BOX. PROVIDE JUNCTION FITTING TO PVC CONDUIT. SEE DWG D-06 FOR J-BOX DETAIL.
- SEE CAMERA PLAN FOR PULLBOX LOCATION. PULL BOX WILL SHARE CAMERA AND LIGHTING CONDUITS.
- INSTALL LIGHTING CONDUIT AND BUILDING WALL PENETRATION PER DWG D-04 DETAIL.
- INSTALL 2" RIGID CONDUIT INSIDE OF BUILDING
- INSTALL CONDUIT INTO EXISTING PULL BOX. PROTECT EXISTING PULL BOX IN PLACE. SEE DWG D-06 FOR PULLBOX PENETRATION DETAIL.



Plans Prepared by:

JMD
PLANNING | ENGINEERING | MANAGEMENT
18845 East Gale Avenue, Suite 212
City of Industry, CA 91748
(626) 820-1137 Tel
(626) 820-1138 Fax
www.jmdia.com



Prepared under the Supervision of:

Ivan Salvatierra
IVAN SALVATIERRA RCE 83901
DATE 04/26/2021

REV	DATE	DESCRIPTION	BY
1			
2			
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4			

CITY OF LA HABRA

SKATEBOARD PARK SECURITY CAMERAS
AND LIGHTS PROJECT FY 2020-21
TITLE SHEET

RECOMMENDED BY
JOSHUA HO, E.I.T.
DATE

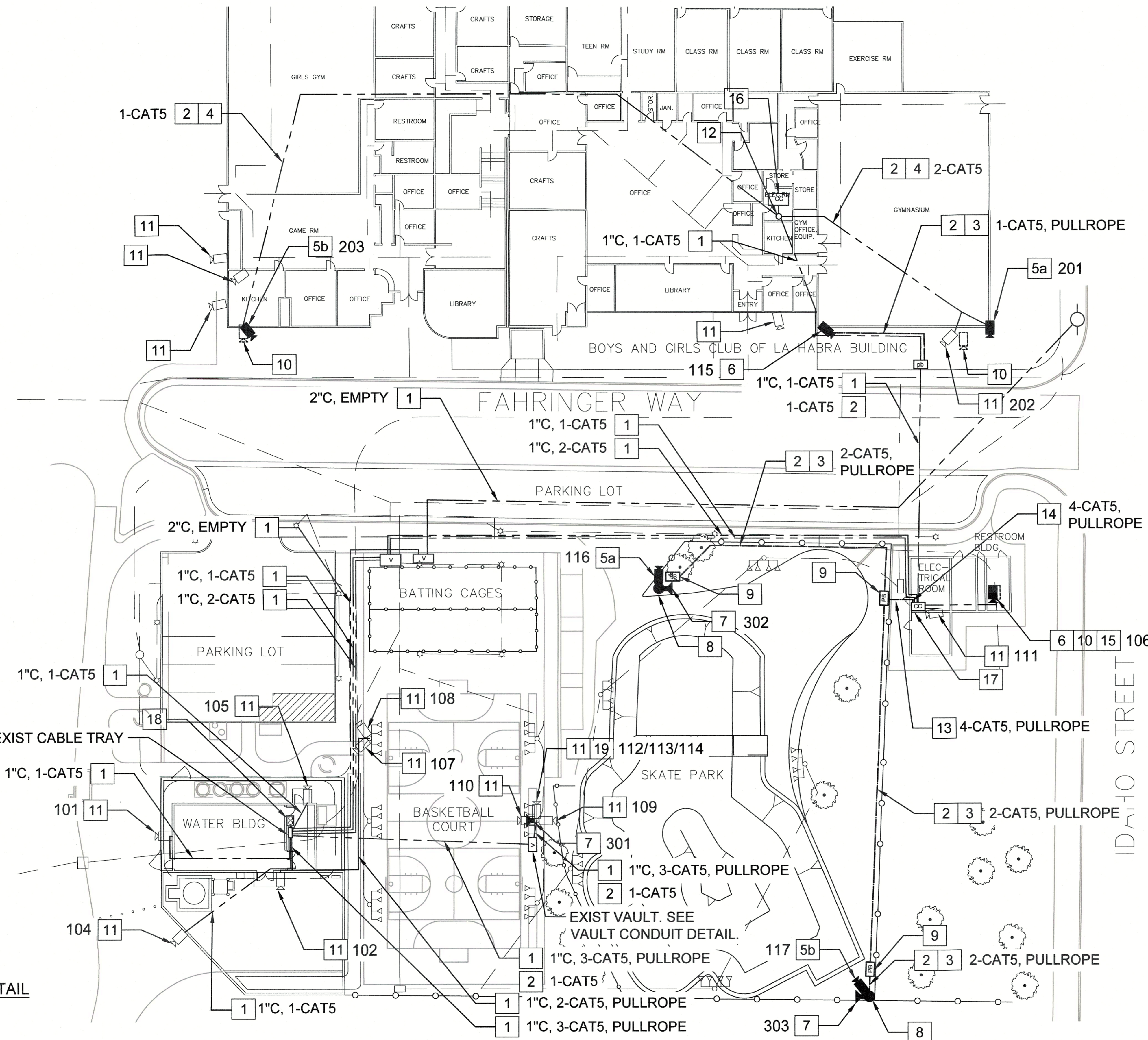
APP'D BY
Christopher L. Johansen
CHRISTOPHER L. JOHANSEN, P.E., CITY ENGINEER
DATE 5/24/21

DWG. ID: 1-D-515
DWG. NO. T-01
SHEET 1 OF 7

04/26/2021

CAMERA CONSTRUCTION NOTES

- 1 PROTECT IN PLACE EXISTING CONDUIT. EXISTING SIZE AND CABLES AS SHOWN
- 2 INSTALL CABLE(S) INTO CONDUIT AS SHOWN
- 3 INSTALL NEW 1-1/4" SCH 40 PVC CONDUIT AND PULLROPE AS SHOWN. SEE DWG D-04 FOR TRENCH DETAIL.
- 4 INSTALL NEW 1" RIGID STEEL CONDUIT ON ROOF. SEE DWG D-04 FOR MOUNTING DETAIL. SPACE MOUNTING BLOCKS APPROXIMATELY EVERY 6' OR AS NEEDED. FINAL LOCATION TO BE DETERMINED BY ENGINEER
- 5a INSTALL NEW PANORAMIC CAMERA. AXIS MODEL P3719-PLE
- 5b INSTALL NEW PANORAMIC CAMERA. AXIS MODEL P3807-PVE
- 6 INSTALL NEW FIXED BOX CAMERA. AXIS MODEL Q1647-LE
- 7 INSTALL NEW NETWORK SPEAKER. AXIS MODEL C1310-E.
- 8 SEE DWG D-07 FOR POLE AND FOUNDATION DETAIL.
- 9 INSTALL NEW PULL BOX. SEE DWG D-04 FOR DETAIL.
- 10 REMOVE EXISTING CAMERA. CAMERA TO BE RETURNED TO CITY.
- 11 PROTECT IN PLACE EXISTING CAMERA.
- 12 INSTALL NEW CABLES THROUGH EXISTING ROOF PENETRATION. FILL PENETRATION WITH WEATHER PROOF SEALANT.
- 13 SAW CUT AND REMOVE CONCRETE SIDEWALK. INSTALL 2" SCH 40 PVC CONDUIT AND BUILDING WALL PENETRATION FOR CAMERA CABLE PER DWG D-04 DETAIL. CABLES AS SHOWN. RESTORE CONCRETE TO ORIGINAL CONDITION TO THE NEAREST SCORE LINE.
- 14 INSTALL 2" RIGID CONDUIT INSIDE BUILDING AND MAKE NECESSARY CONNECTIONS INTO EXISTING COMMUNICATION CABINET. CABLES AS SHOWN. SEE DWG D-04 FOR WALL PENETRATION DETAIL.
- 15 PROTECT IN PLACE EXISTING CABLES AND CONDUIT. RE-USE EXISTING CABLE FOR NEW CAMERA CONNECTION.
- 16 INSTALL NEW 8-PORT SWITCH IN EXISTING ELECTRICAL ROOM. EXISTING SWITCH TO BE RETURNED TO CITY.
- 17 INSTALL NEW 16-PORT SWITCH IN EXISTING COMMUNICATION CABINET. EXISTING SWITCH TO BE RETURNED TO CITY.
- 18 INSTALL NEW UNINTERRUPTED POWER SUPPLY (UPS) IN EXISTING COMMUNICATION CABINET. CONNECT TO EXISTING SERVER.
- 19 EXIST CAMERA 112/113/114 IS INACTIVE. CAMERA AND VIEWS ARE SHOWN AS REFERENCE ONLY.



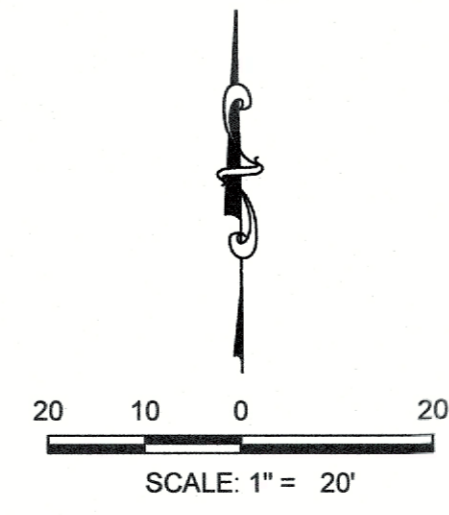
USE CONDUIT TO ADJACENT POLE

USE CONDUIT TO WATER BUILDING

VAULT CONDUIT DETAIL
NOT TO SCALE

LEGEND:

	: EX. CAMERA		: PROP. HORN SPEAKER		: EX. LIGHTING
	: EX. CAMERA CONDUIT		: EX. POLE		: TREES
	: EX. LIGHTING CONDUIT		: PROP. POLE		: EX. CAMERA VIEW
	: EX. FENCE		: EX. VAULT		: PROP. CAMERA VIEW
	: PROP. CAMERA		: EX. CONTROL CENTER		: XXX : CAMERA VIEW DESIGNATION
	: REMOVE CAMERA		: EX. PULLBOX		
	: PROP. CAMERA CONDUIT		: PROP. PULLBOX		



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JMD
PLANNING | ENGINEERING | MANAGEMENT
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
(626) 820-1127 Tel
(626) 820-1136 Fax
www.jmdaz.com

Prepared under the Supervision of:

Ivan Salvatierra
IVAN SALVATIERRA RCE 83901

APPROVED BY:

Christopher L. Johnson
CHRISTOPHER L. JOHNSON, P.E., CIVIL ENGINEER
DATE: 8/24/21

DATE: 04/26/2021

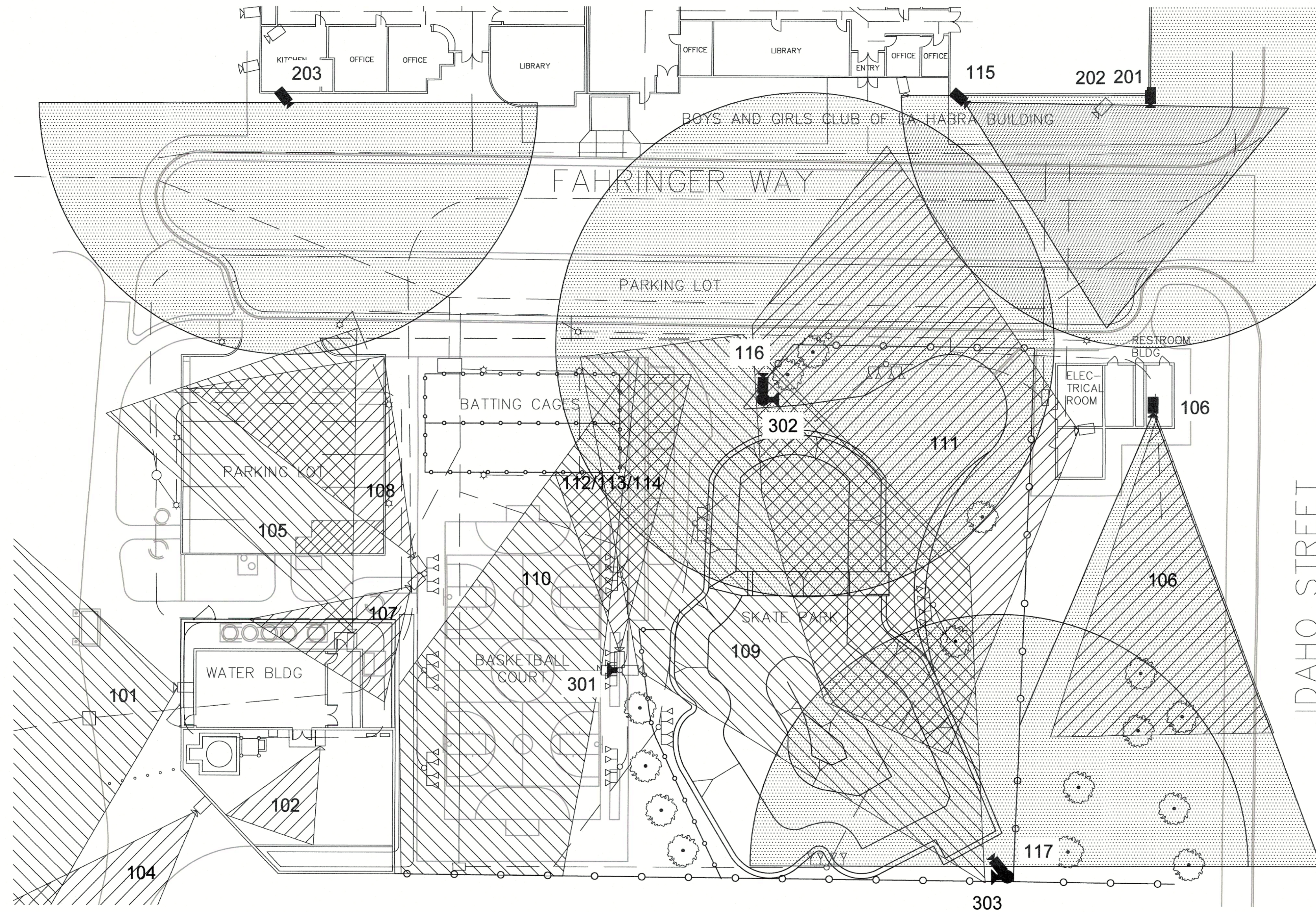
CITY OF LA HABRA	
SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS PROJECT FY 2020-21	
CAMERA AND SPEAKER PLAN	
REVISION	DATE
1	
2	
3	
4	
RECOMMENDED BY	DATE
JOSHUA HO, E.I.T.	
APP'D BY	DATE
CHRISTOPHER L. JOHNSON, P.E., CIVIL ENGINEER	8/24/21
DWG. ID: 1-D-515	
DWG. NO. D-01	
SHEET 2 OF 7	



04/26/2021

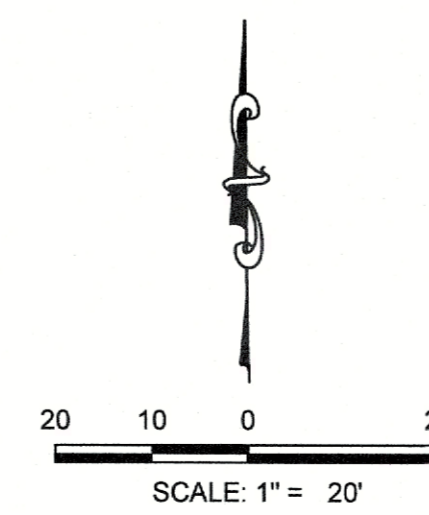
NOTES (THIS SHEET ONLY)

- FOR CONSTRUCTION NOTES SEE DWG D-01.
- ID NUMBERS SHOWN INDICATE CAMERA VIEWS. SEE DWG D-01 FOR CAMERA ID DESIGNATION.
- CAMERA VIEWS SHALL BE CONFIGURED BY CONTRACTOR. FINAL VIEWS TO BE APPROVED BY ENGINEER.
- CAMERA CONFIGURATIONS ARE CONTROLLED AND OPERATED FROM SERVER LOCATED INSIDE WATER BUILDING. SEE DWG D-03 FOR NETWORK DIAGRAM.
- CAMERA VIEWS 112/113/114 ARE PROVIDED FROM SINGLE CAMERA WITH MULTIPLE VIEWS.
- CAMERA 112/113/114 IS NOT ACTIVE AT TIME OF CONSTRUCTION. ANTICIPATED VIEW IS SHOWN FOR REFERENCE.



LEGEND:

	: EX. CAMERA		: PROP. HORN SPEAKER		: EX. LIGHTING
	: EX. CAMERA CONDUIT		: EX. POLE		: TREES
	: EX. LIGHTING CONDUIT		: PROP. POLE		: EX. CAMERA VIEW
	: EX. FENCE		: EX. VAULT		: PROP. CAMERA VIEW
	: PROP. CAMERA		: EX. CONTROL CENTER		: XXX : CAMERA VIEW DESIGNATION
	: REMOVE CAMERA		: EX. PULLBOX		
	: PROP. CAMERA CONDUIT		: PROP. PULLBOX		



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PLANNING | ENGINEERING | MANAGEMENT
18645 East Gale Avenue, Suite 212
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(626) 820-1137 Tel
(626) 820-1136 Fax
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Prepared under the Supervision of:

Ivan Salvatierra
IVAN SALVATIERRA RCE 83901

04/26/2021
DATE

REV	DATE	DESCRIPTION	BY
1			
2			
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CITY OF LA HABRA

SKATEBOARD PARK SECURITY CAMERAS
AND LIGHTS PROJECT FY 2020-21
CAMERA VIEW PLAN

RECOMMENDED BY: _____
JOSHUA HO, E.I.T.

APP'D BY: *Christopher L. Johansen*
CHRISTOPHER L. JOHANSEN, P.E., CITY ENGINEER

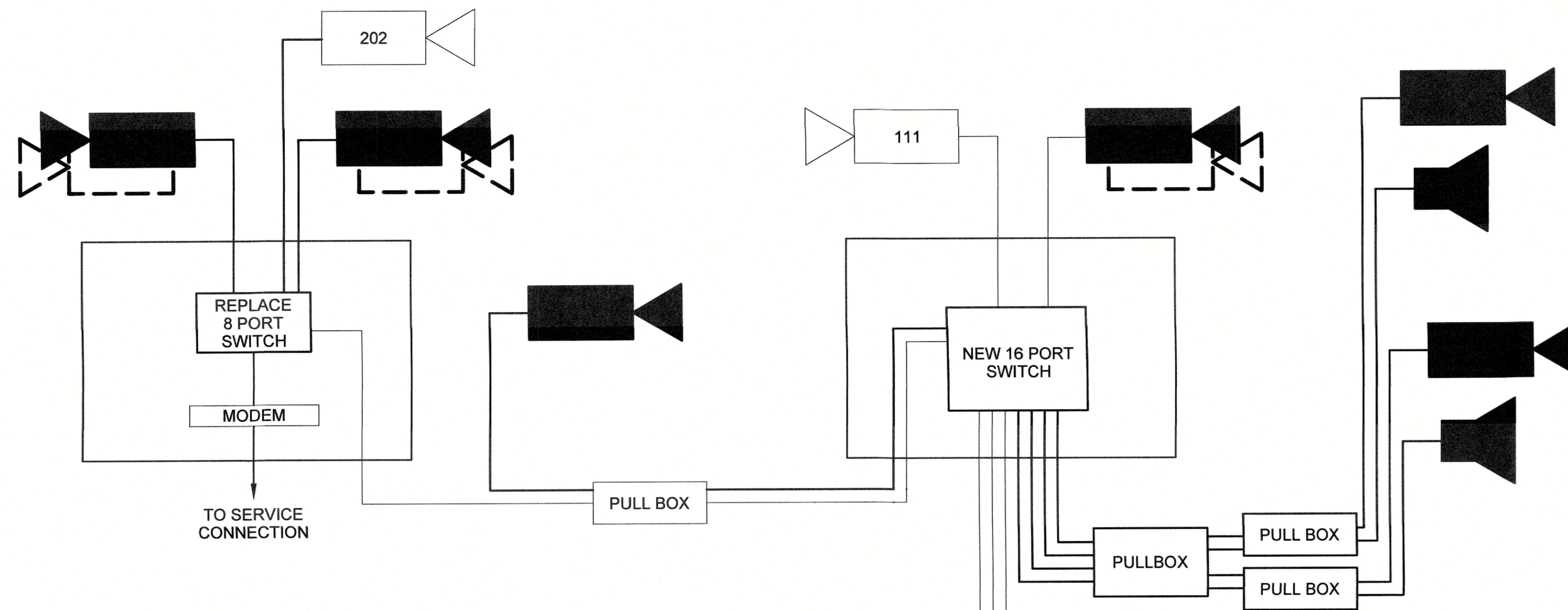
DATE: 8/21/21

DWG. ID: 1-D-515
DWG. NO. D-02
SHEET 3 OF 7

04/26/2021

BOYS & GIRLS CLUB

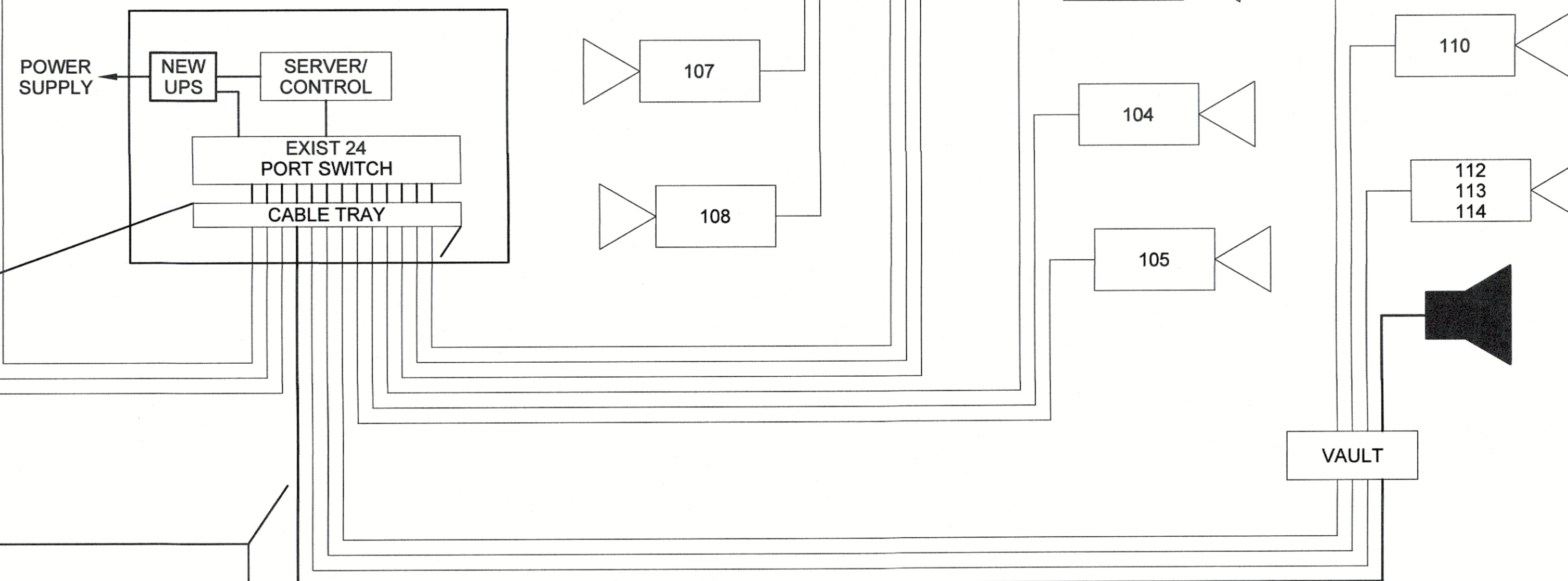
RESTROOM BUILDING



EQUIPMENT ID	LOCATION	VIEW/RANGE	TYPE	MOUNT	CURRENT STATUS
101	WATER PUMP BUILDING	BACK OF BUILDING	CAMERA - DOME	WALL	ACTIVE
102	WATER PUMP BUILDING	REAR DOOR	CAMERA - DOME	WALL	ACTIVE
104	WATER PUMP BUILDING	REAR GATE	CAMERA - DOME	POST	ACTIVE
105	WATER PUMP BUILDING	FRONT DOOR	CAMERA - DOME	WALL	ACTIVE
106	RESTROOM BUILDING	ROOF - SOUTH YARD	CAMERA - DOME	POST	REMOVE
106	RESTROOM BUILDING	ROOF - SOUTH YARD	CAMERA - Q1647-LE	POST	PROP. REPLACEMENT
107	BASKETBALL COURT	PUMP BUILDING OVERVIEW	CAMERA - DOME	LIGHT POLE	ACTIVE
108	BASKETBALL COURT	PUMP BUILDING PARKING LOT	CAMERA - DOME	LIGHT POLE	ACTIVE
109	BASKETBALL COURT	SKATE PARK	CAMERA - DOME	LIGHT POLE	ACTIVE
110	BASKETBALL COURT	CENTER COURT YARD	CAMERA - DOME	LIGHT POLE	ACTIVE
111	RESTROOM BUILDING	ROOF-WEST	CAMERA - DOME	POST	ACTIVE
112	BASKETBALL COURT	CLUBHOUSE OVERVIEW	CAMERA - DOME	LIGHT POLE	OFF-LINE/ RE-CONNECT
113					
114					
115	BOYS & GIRLS CLUB BUILDING	PARKING ENTRANCE	CAMERA - Q1647-LE	ROOF	PROPOSED
116	SKATE PARK ENTRANCE	SKATE PARK/PARKING OVERVIEW	CAMERA - P3719-PL	CAM POLE	PROPOSED
117	SKATE PARK	SKATE PARK	CAMERA - P3807-PVE	CAM POLE	PROPOSED
201	BOYS & GIRLS CLUB BUILDING	PARKING ENTRANCE	CAMERA - DOME	WALL	REMOVE
201	BOYS & GIRLS CLUB BUILDING	PARKING ENTRANCE	CAMERA - P3719-PL	WALL	PROP. REPLACEMENT
202	BOYS & GIRLS CLUB BUILDING	PARKING VIEW - EAST	CAMERA - POV	ROOF	OFF-LINE/RE-CONNECT
203	BOYS & GIRLS CLUB BUILDING	PARKING VIEW - WEST	CAMERA - POV	ROOF	REMOVE
203	BOYS & GIRLS CLUB BUILDING	PARKING VIEW - WEST	CAMERA - P3807-PVE	ROOF	PROP. REPLACEMENT
301	BASKETBALL COURT	BASKETBALL COURT	SPEAKER - C1310-E	LIGHT POLE	PROPOSED
302	SKATE PARK ENTRANCE	NORTH SKATE PARK & PARKING	SPEAKER - C1310-E	CAM POLE	PROPOSED
303	SKATE PARK	SOUTH SKATE PARK & YARD	SPEAKER - C1310-E	CAM POLE	PROPOSED

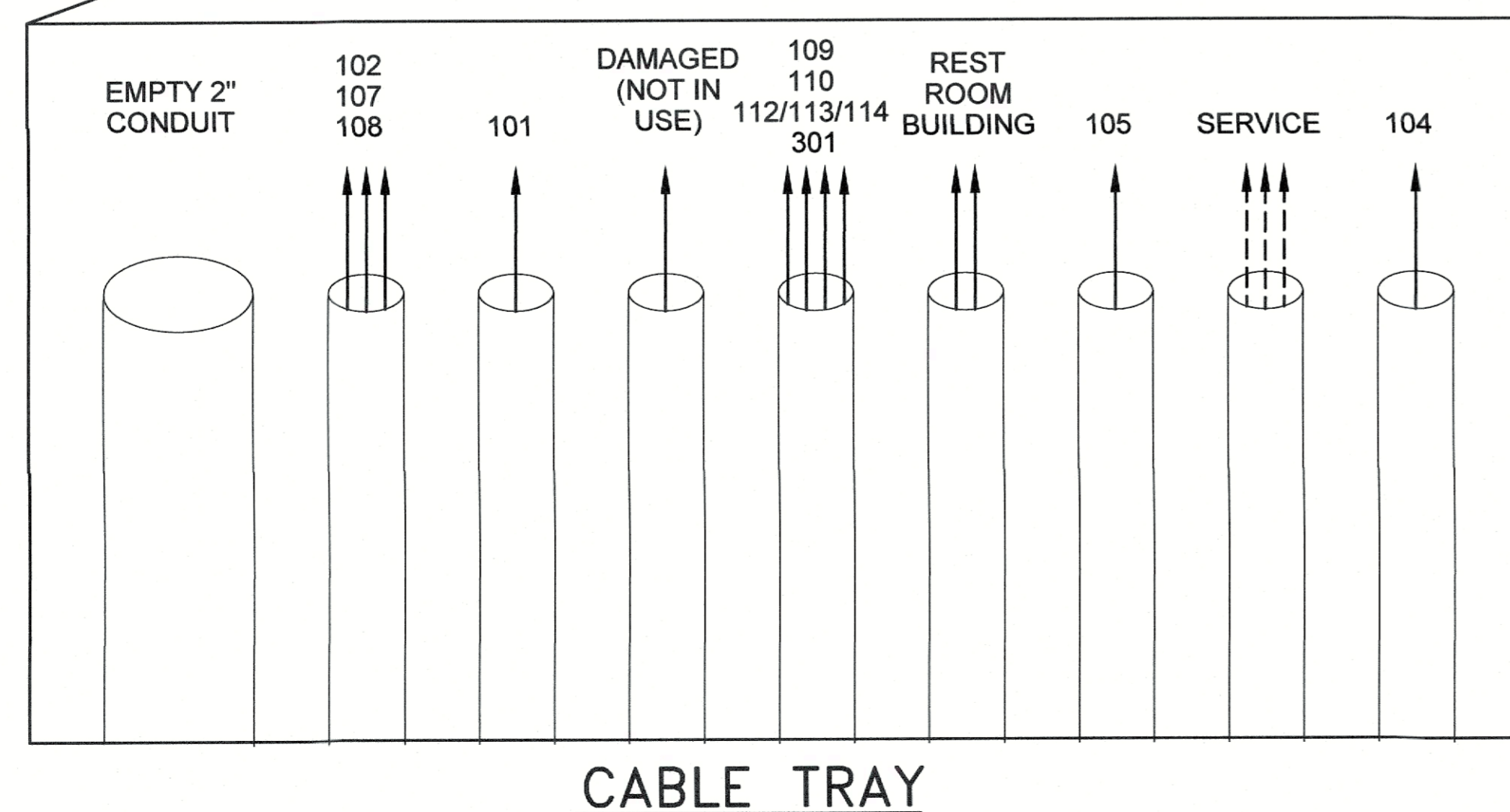
CAMERA IDENTIFICATION

WATER BUILDING



CCTV CAMERA COMMUNICATION SYSTEM

NOT TO SCALE



CAT5 CABLE (TYP)

SERVICE CABLE (TYP)

CABLE TRAY



Plans Prepared by:

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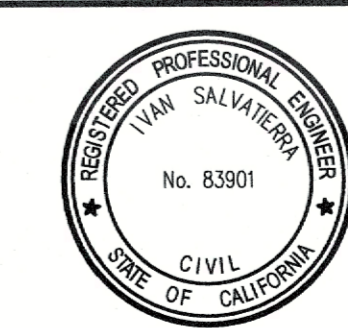
16645 East Gale Avenue, Suite 212
City of Industry, CA 91748
(626) 820-1137 Fax
(626) 820-1136 Fax
www.jmdaz.com

Prepared under the Supervision of:

Ivan Salvatierra

IVAN SALVATIERRA RCE 83901

04/26/2021 DATE



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CITY OF LA HABRA

SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS PROJECT FY 2020-21 NETWORK DIAGRAM

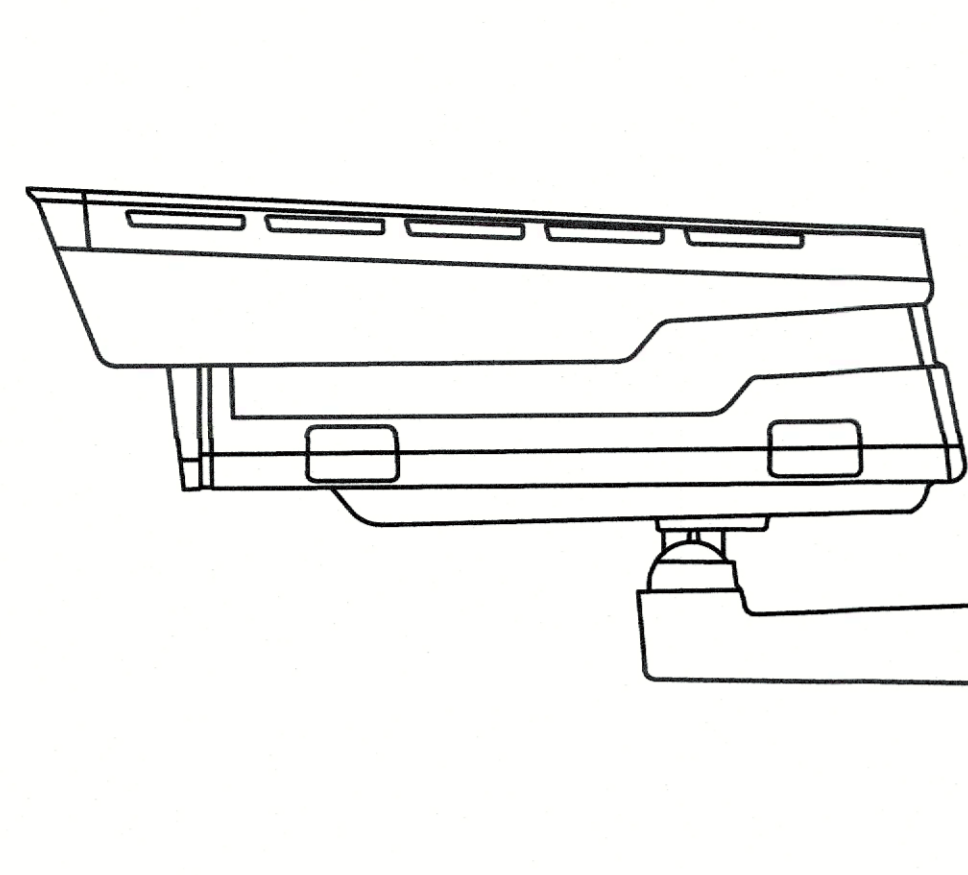
RECOMMENDED BY: JOSHUA HO, E.I.T.

APP'D BY: *Christopher L. Johansen*
CHRISTOPHER L. JOHANSEN, P.E., CITY ENGINEER

DATE: 8/24/21

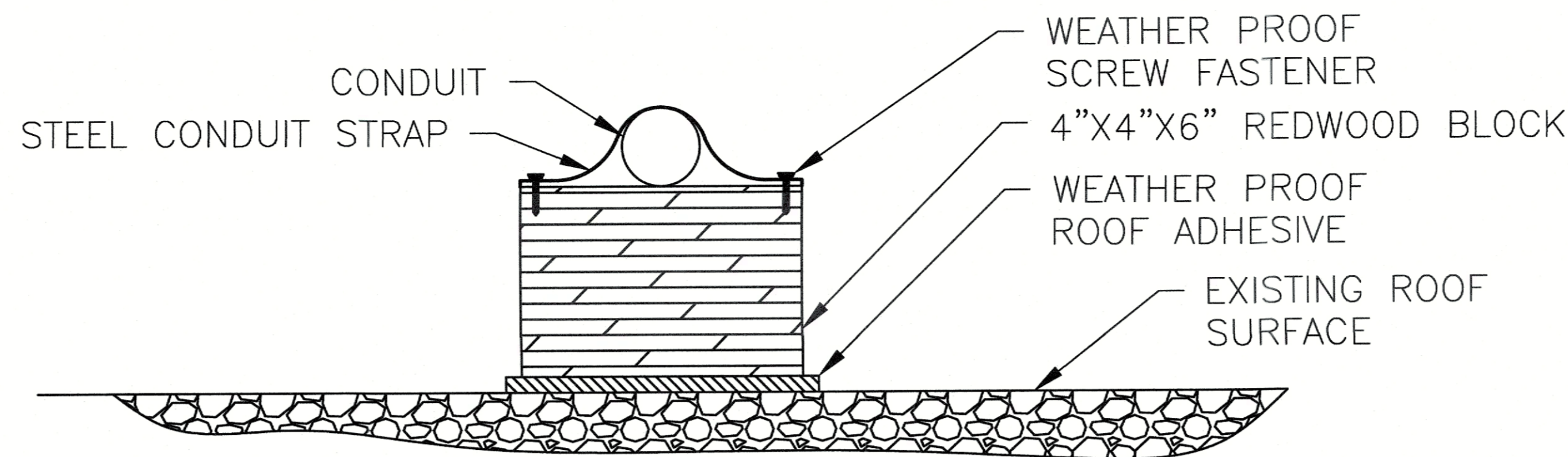
DWG. ID: 1-D-515
DWG. NO. D-03
SHEET 4 OF 7

04/26/2021

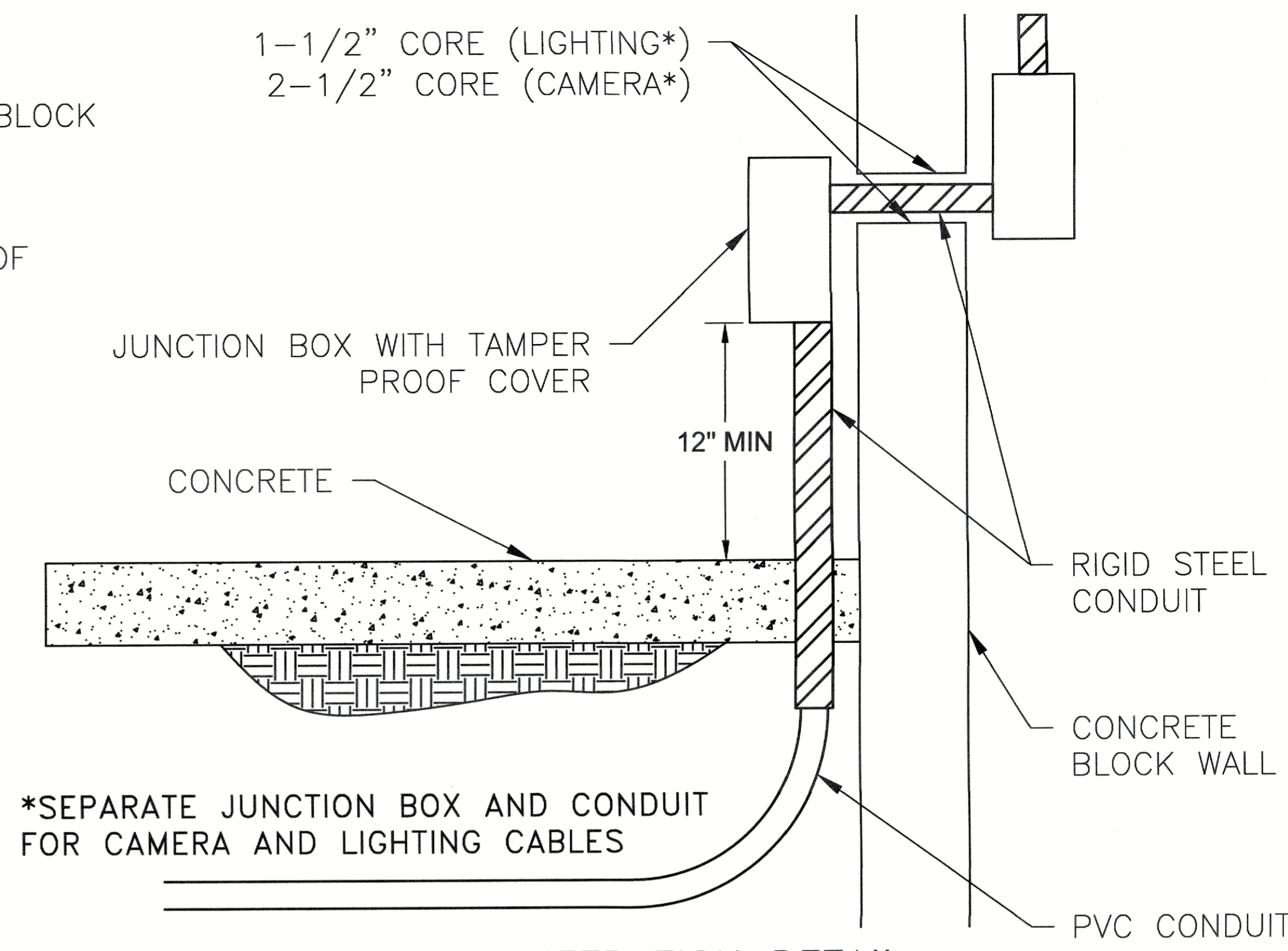


ANCHOR SCREWS PER MANUFACTURER SPECIFICATION

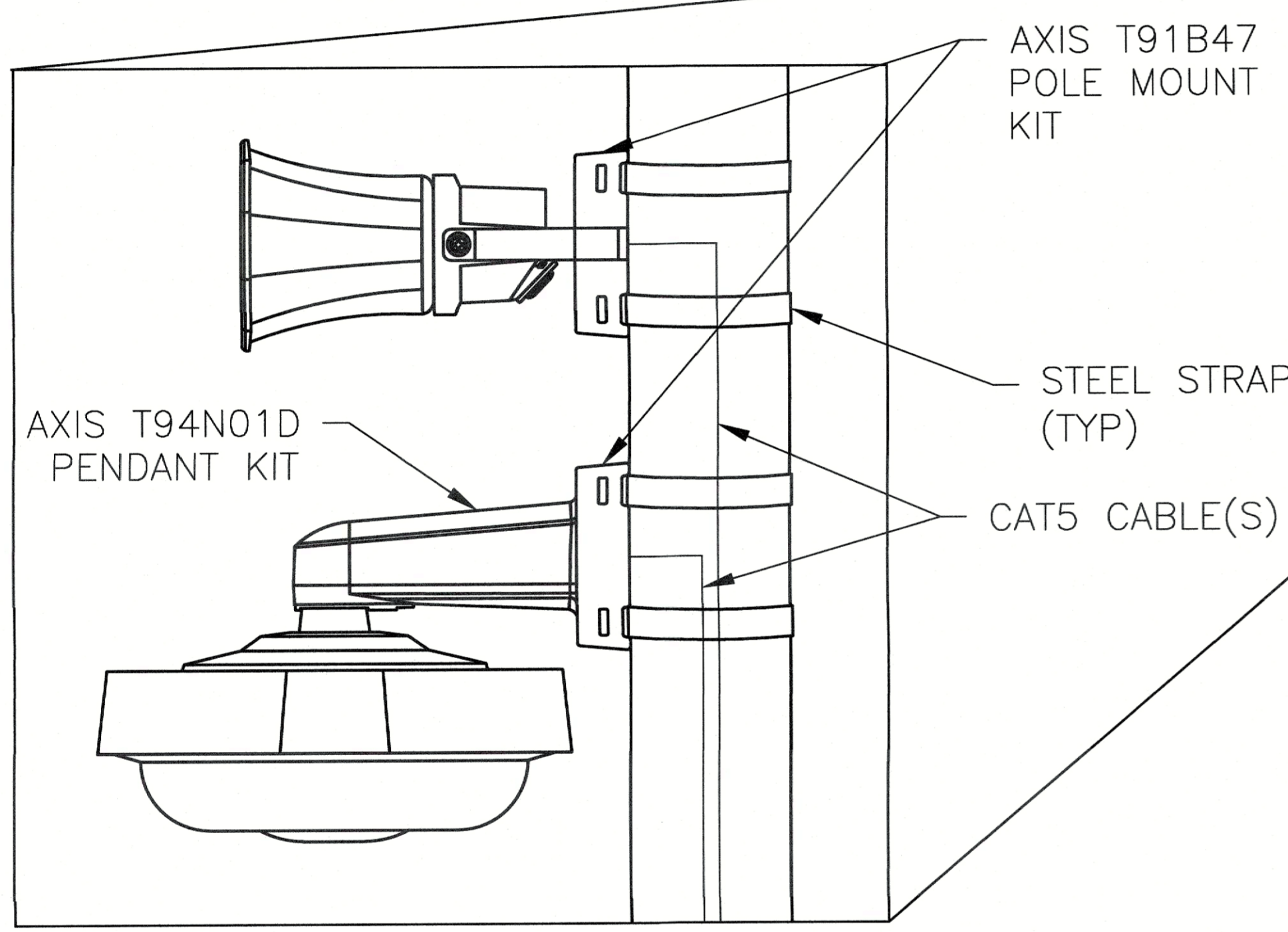
AXIS Q1647-LE NETWORK CAMERA WALL MOUNT DETAIL
NOT TO SCALE



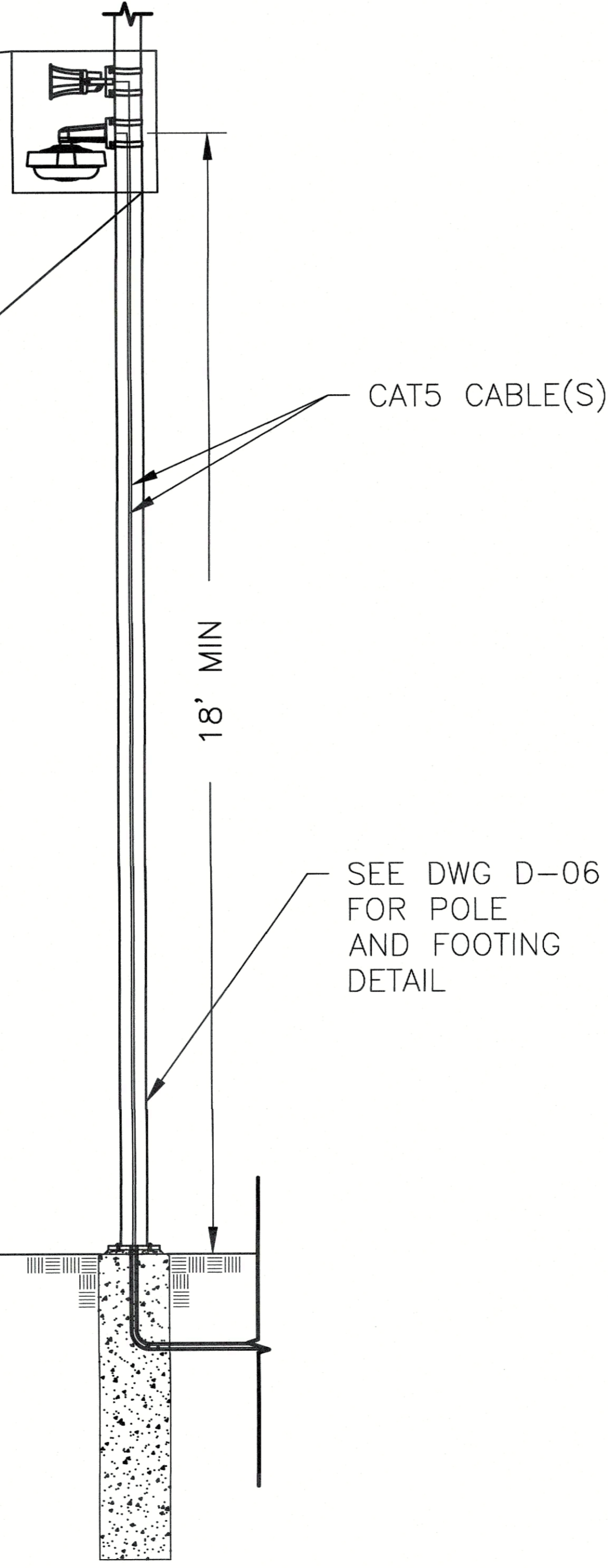
CONDUIT ROOF SUPPORT DETAIL
NOT TO SCALE



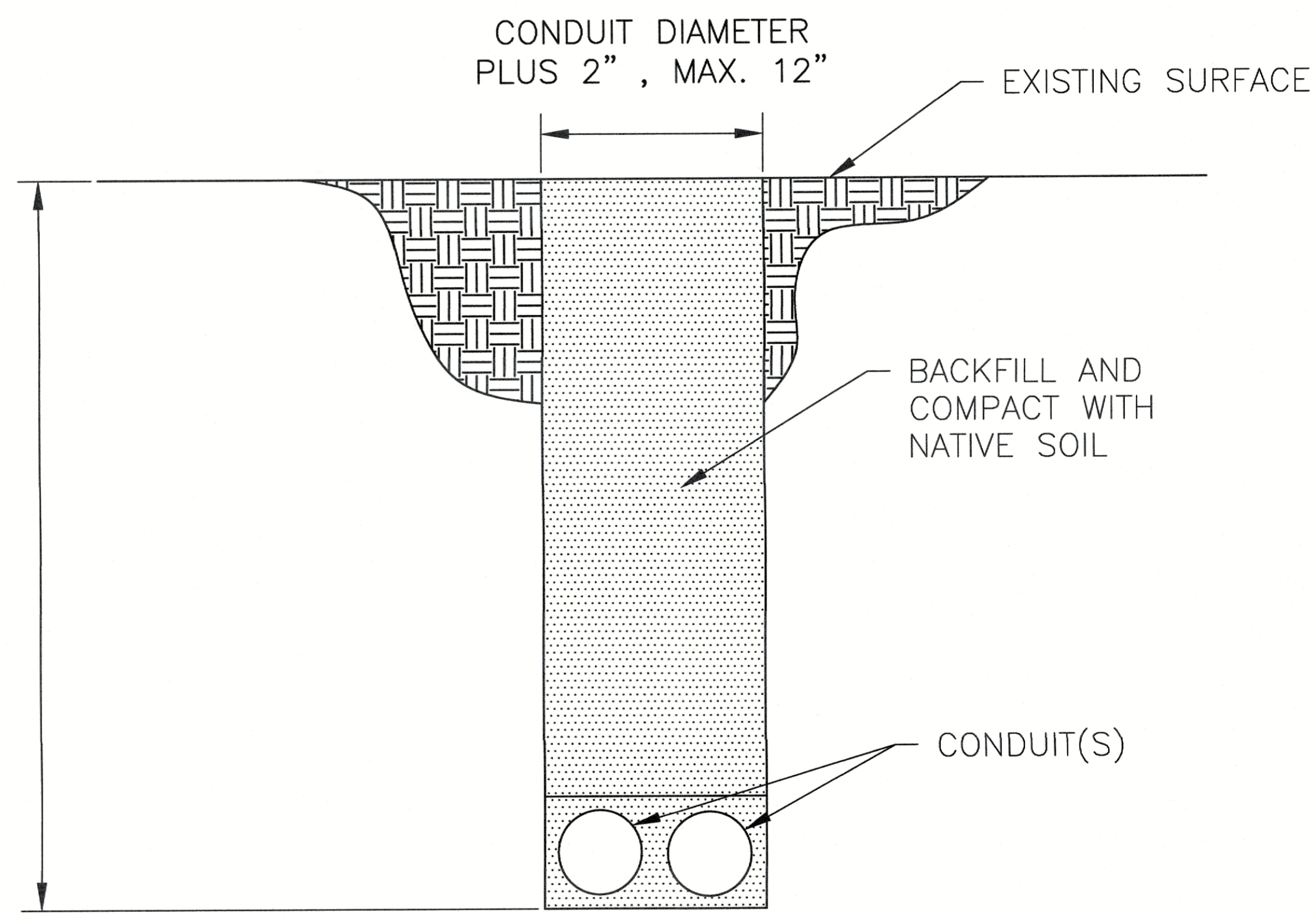
WALL PENETRATION DETAIL
NOT TO SCALE



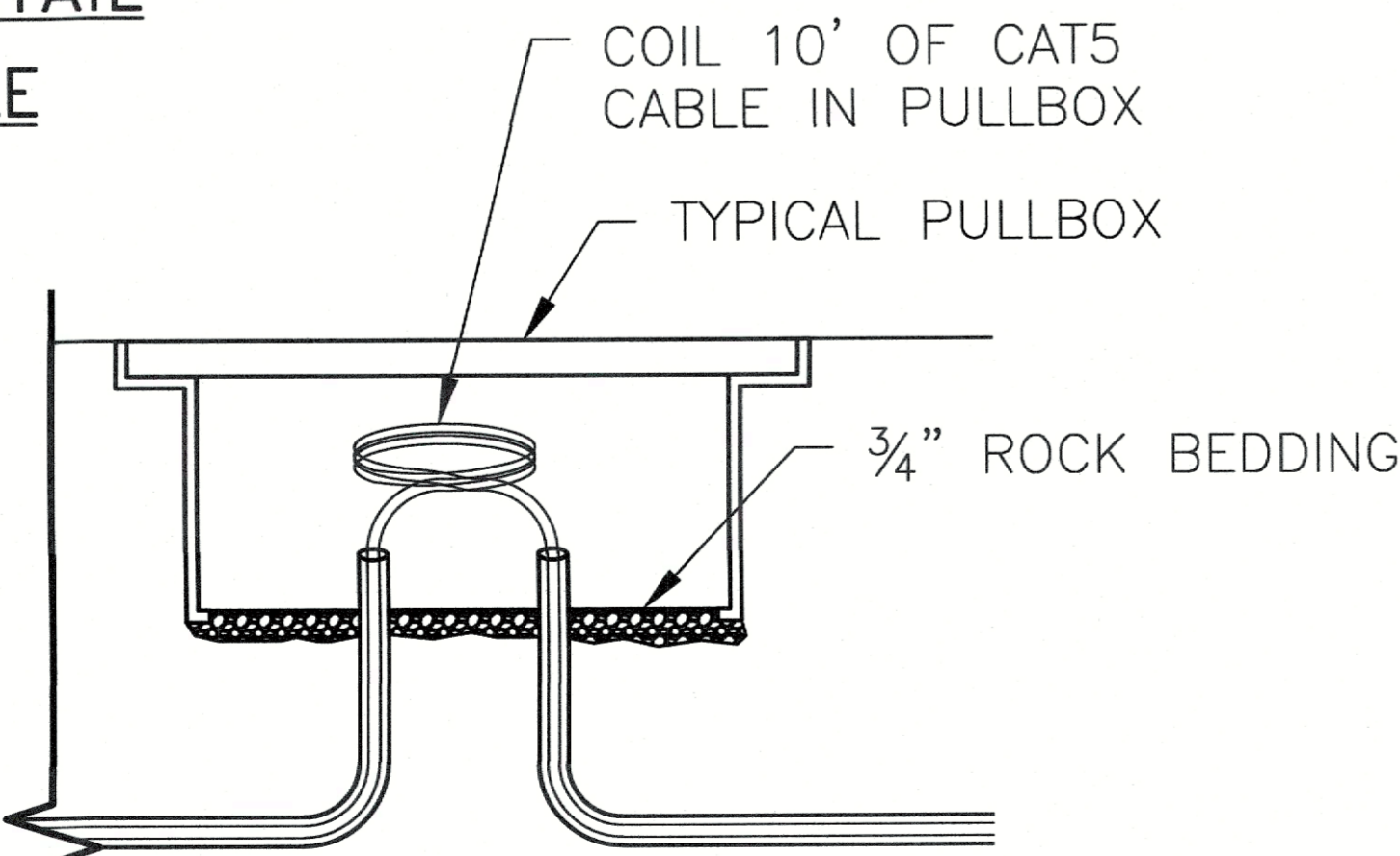
AXIS C1310 NETWORK HORN SPEAKER & AXIS P3719-PLC NETWORK CAMERA POLE MOUNT DETAIL
NOT TO SCALE



POLE DETAIL
NOT TO SCALE



TRENCH DETAIL (TYP)
NOT TO SCALE



PULL BOX DETAIL
NOT TO SCALE



Plans Prepared by:
JMD
 PLANNING | ENGINEERING | MANAGEMENT
 18645 East Gale Avenue, Suite 212
 City of Industry, CA 91748
 (626) 820-1137 Fax
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DATE: 04/26/2021



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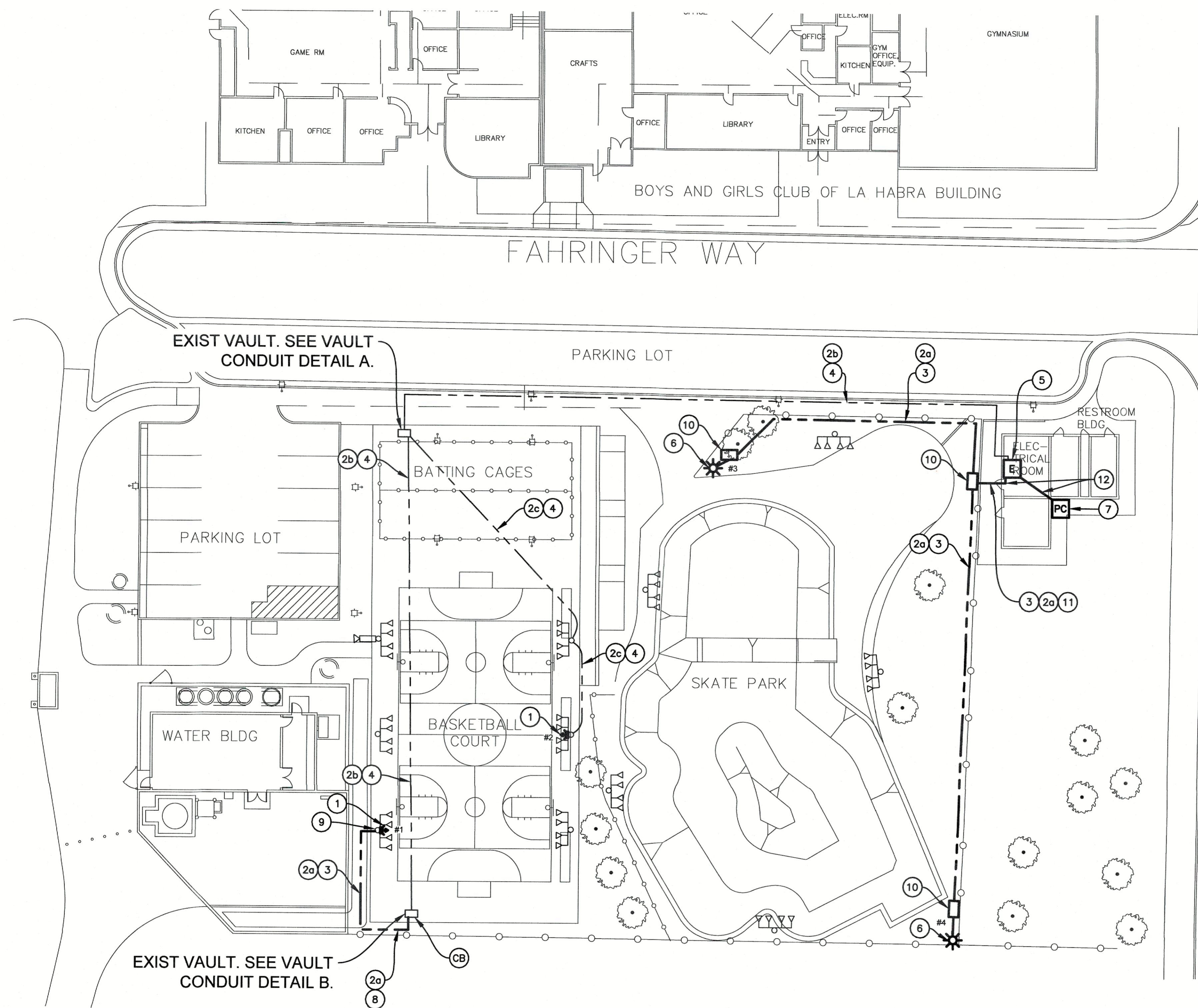
CITY OF LA HABRA
 SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS PROJECT FY 2020-21
 CAMERA - DETAILS

RECOMMENDED BY: _____
 JOSHUA HO, E.I.T.
 DATE: _____

APP'D BY: *Christopher L. Johansen*
 CHRISTOPHER L. JOHANSEN, P.E., CITY ENGINEER
 DATE: 04/26/21

DWG. ID: 1-D-515
 DWG. NO. D-04
 SHEET 5 OF 7

04/26/2021



LIGHTING CONSTRUCTION NOTES:

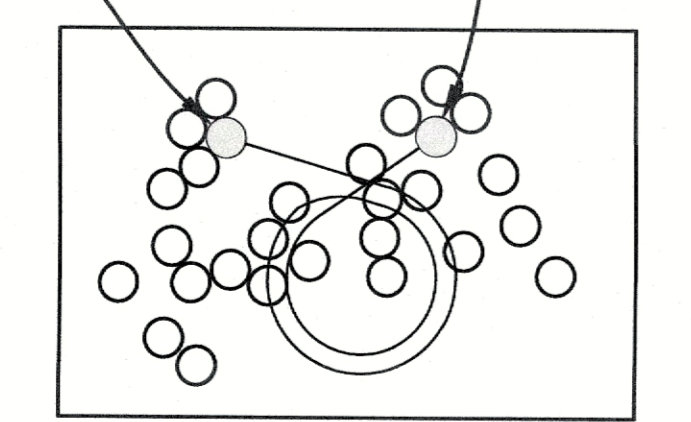
- 1 INSTALL 30W LED FLOOD LIGHT ON EXISTING POLE PER DETAIL SHEET.
- 2a INSTALL 2-#8 STRANDED COPPER INSULATED CONDUCTORS AND 1-#8 BARE COPPER CONDUCTOR IN NEW CONDUIT. CONDUIT ENDS SHALL BE RESEALED WITH DUCTSEAL OR EQUAL.
- 2b INSTALL 2-#8 STRANDED COPPER INSULATED CONDUCTORS AND 1-#8 BARE COPPER CONDUCTOR IN EXISTING CONDUIT. CONDUIT ENDS SHALL BE RESEALED WITH DUCTSEAL OR EQUAL. UTILIZE EXISTING SPARE CONDUIT AND PULL ROPE PER DIRECTION OF ENGINEER
- 2c INSTALL 2-#8 STRANDED COPPER INSULATED CONDUCTORS AND 1-#8 BARE COPPER CONDUCTOR IN EXISTING CONDUIT. CONDUIT ENDS SHALL BE RESEALED WITH DUCTSEAL OR EQUAL.
- 3 INSTALL 1 1/2" PVC (SCHEDULE 40) CONDUIT IN TRENCH. SEE DWG D-04 FOR TRENCH DETAIL. RESTORE SURFACE TO MATCH EXISTING.
- 4 EXISTING CONDUIT AND CONDUCTORS TO REMAIN.
- 5 MODIFY EXISTING SERVICE PANELBOARD R-1 TO ACCOMMODATE LIGHTS. INCLUDE 20A BREAKERS. SEE DETAIL SHEET.
- 6 INSTALL 20' STEEL POLE WITH FOUNDATION. INSTALL 48W LED POST TOP LUMINAIRE; SEE DETAIL SHEET.
- 7 INSTALL PHOTOCELL. MOUNT AT TOP OF ROOF. SHIELD FROM ALL ARTIFICIAL LIGHT SOURCES. INSTALL CONDUIT AND MAKE NECESSARY CONNECTIONS.
- 8 INSTALL 1 1/2" PVC (SCHEDULE 40) CONDUIT UNDER EXISTING PAVEMENT. RESTORE SURFACE TO MATCH EXISTING. PROTECT EXISTING PAVEMENT IN PLACE.
- 9 DRILL AND TAP 1" GALVANIZED STEEL CONDUIT TO EXISTING POLE BASE WITH J-BOX. PROVIDE JUNCTION FITTING TO PVC CONDUIT. SEE DWG D-06 FOR J-BOX DETAIL.
- 10 SEE CAMERA PLAN FOR PULLBOX LOCATION. PULL BOX WILL SHARE CAMERA AND LIGHTING CONDUITS.
- 11 INSTALL LIGHTING CONDUIT AND BUILDING WALL PENETRATION PER DWG D-04 DETAIL.
- 12 INSTALL 2" RIGID CONDUIT INSIDE OF BUILDING
- CB INSTALL CONDUIT INTO EXISTING PULL BOX. PROTECT EXISTING PULL BOX IN PLACE. SEE DWG D-06 FOR PULLBOX PENETRATION DETAIL.

LEGEND:

- 8 CONSTRUCTION NOTE NUMBER
- # LIGHT NUMBER
- EXISTING SPORTS LIGHT
- EXISTING SINGLE ARM LIGHT
- EXISTING LIGHTING CONDUIT TO REMAIN
- EXISTING ELECTRIC PULLBOX
- PROPOSED FLOOD LIGHT
- PROPOSED LIGHTING CONDUIT
- PROPOSED ELECTRIC PULLBOX
- PROPOSED LIGHT POLE
- PROPOSED SERVICE PANELBOARD
- PROPOSED PHOTOCELL MOUNT

USE PULLROPE AND CONDUIT TO VAULT B

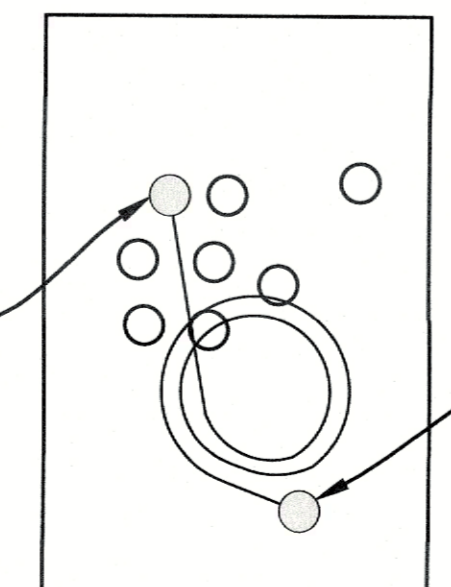
USE PULLROPE AND CONDUIT TO WATER BUILDING



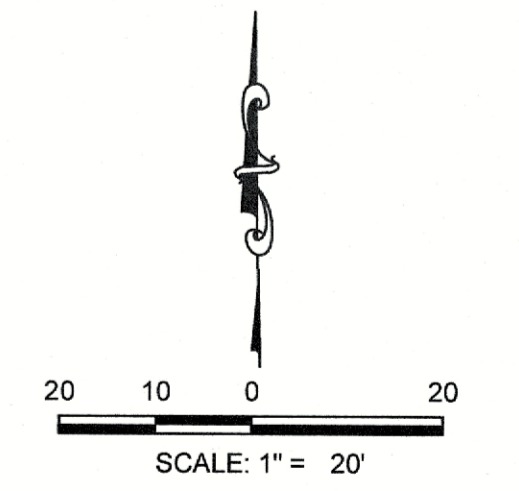
VAULT CONDUIT DETAIL A
NOT TO SCALE

USE PULLROPE AND CONDUIT TO VAULT A

NEW CONDUIT TO ADJACENT POLE



VAULT CONDUIT DETAIL B
NOT TO SCALE



Plans Prepared by:

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PLANNING | ENGINEERING | MANAGEMENT
18645 East Gale Avenue, Suite 212
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04/26/2021
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CITY OF LA HABRA

SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS PROJECT FY 2020-21
LIGHTING PLAN

REV	DATE	DESCRIPTION	BY
1			
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RECOMMENDED BY: _____

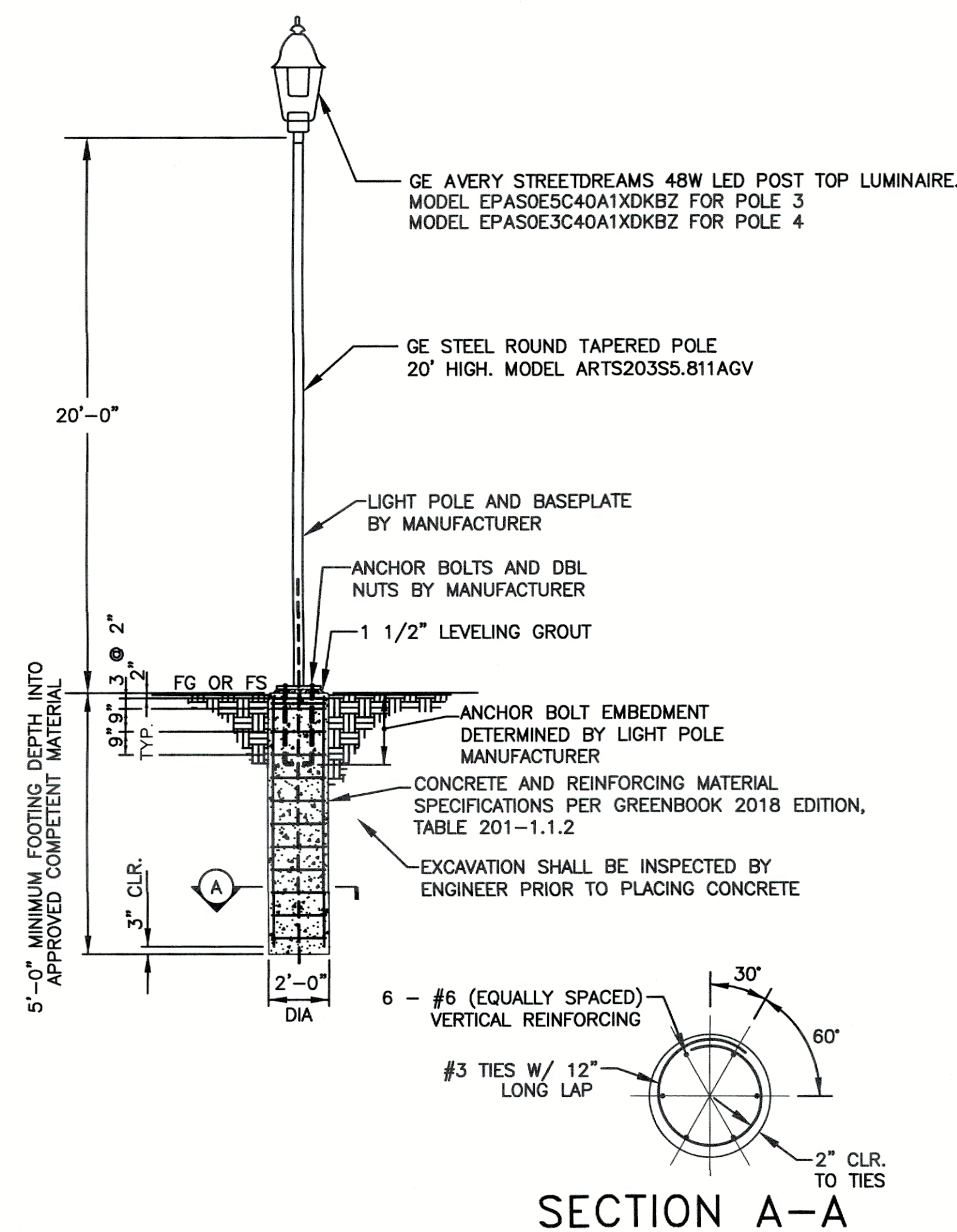
APP'D BY: *Christopher L. Johansen*
CHRISTOPHER L. JOHANSEN, P.E., CITY ENGINEER

JOSHUA HO, E.L.T. DATE: 01/21/21

REVISION

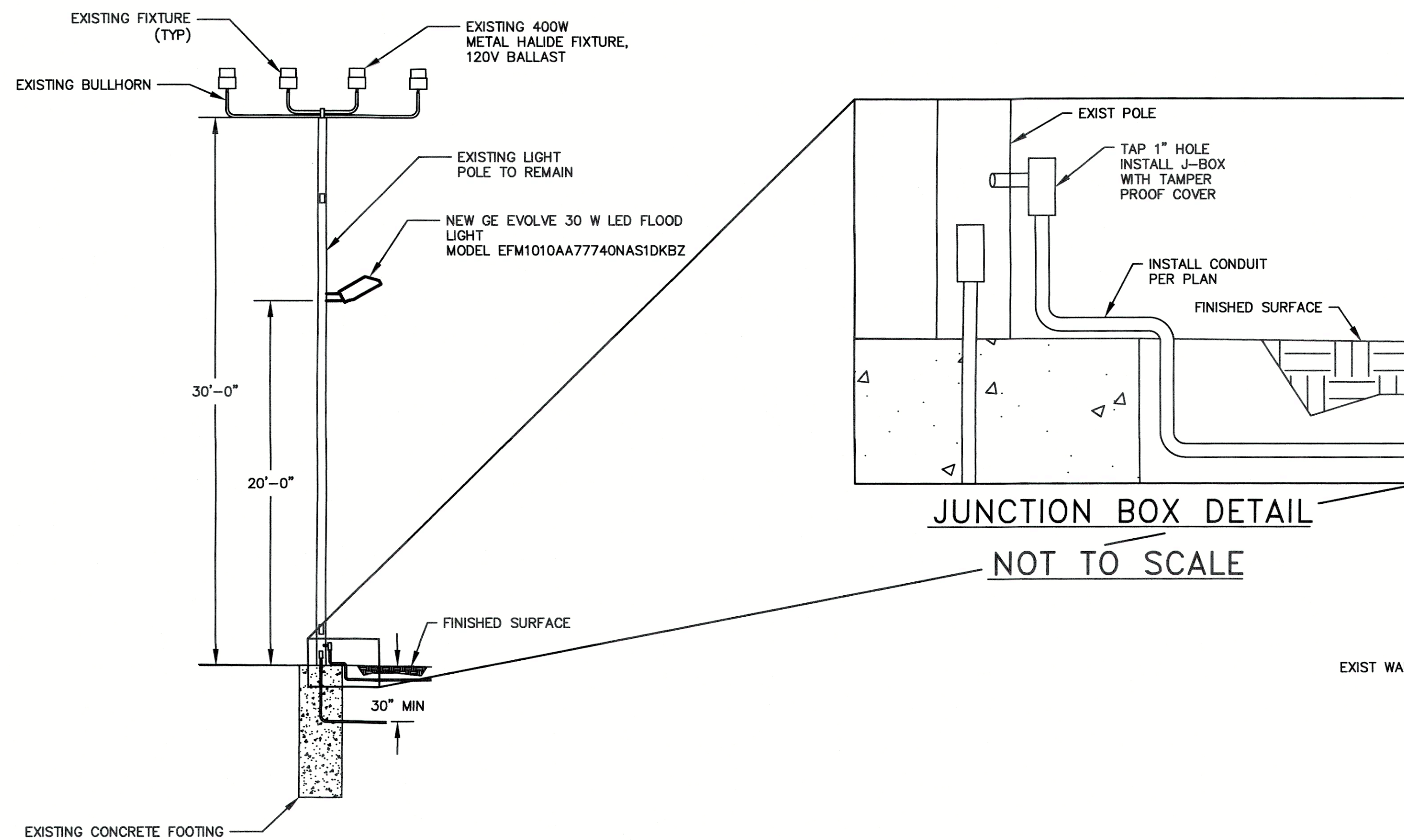
DWG. ID: 1-D-515
DWG. NO. D-05
SHEET 6 OF 7

04/26/2021



SECTION A-A

LIGHT POLE #3 & #4 DETAIL
NOT TO SCALE



LIGHT POLE #1 & #2 DETAIL

NOT TO SCALE

GENERAL ELECTRICAL NOTES:

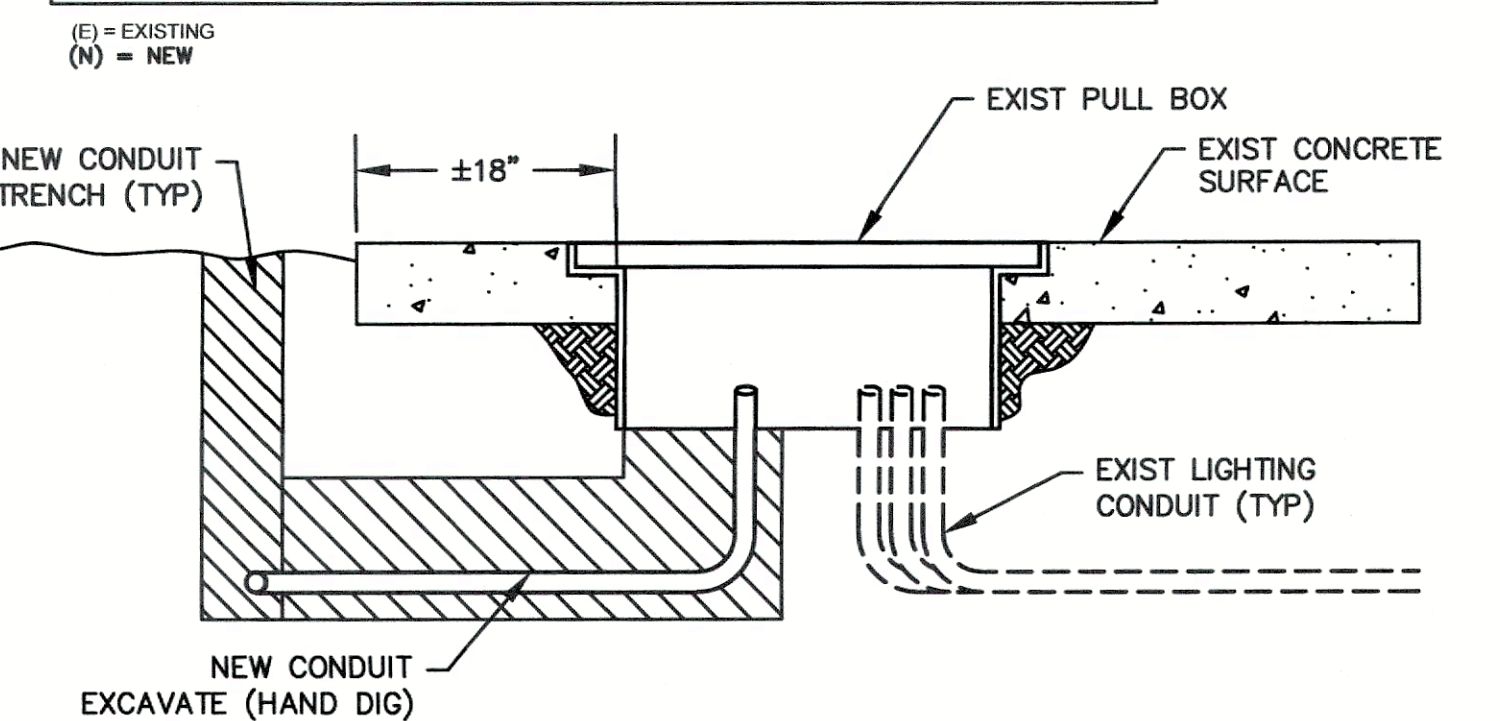
- THE INTENT OF THESE DRAWINGS IS TO DESCRIBE A COMPLETE AND OPERABLE SYSTEM. BRING ANY QUESTIONS TO THE ENGINEERS ATTENTION.
- PROVIDE GROUNDING WHERE INDICATED OR REQUIRED BY CODE.
- ALL INSTALLATIONS SHALL MEET FULLY WITH ALL THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (N.E.C.) MATERIAL SHALL BE U.L. LABELED OR LISTED.
- PROVIDE GROUND WIRE IN ALL CONDUITS.
- ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURERS REQUIREMENTS. PREMISES SHALL BE CLEANED OF DIRT AND DEBRIS.
- SUBCONTRACTOR SHALL FURNISH FOR APPROVAL SHOP DRAWINGS OF ELECTRICAL EQUIPMENT, MOTOR STARTERS, LIGHTING FIXTURES, AND DEVICES PRIOR TO PURCHASE. ALL DIMENSIONS SHOWN ON ELECTRICAL DRAWINGS ARE PRELIMINARY BASED ON AVAILABLE INFORMATION. FINAL DIMENSIONS MUST BE VERIFIED WITH ACTUAL EQUIPMENT SIZE AND FIELD VERIFIED DIMENSIONS OF EXISTING SITE /BUILDING CONDITIONS AND EQUIPMENT SIZES.
- ALL CONDUCTORS SHALL BE COPPER TYPE 'THWN' BELOW GRADE AND TYPE 'THHN/THWN' FOR EXPOSED AND ABOVE GRADE WORK.
- FURNISH AND PAY FOR ALL PERMITS AND BUILDING DEPARTMENT PERMIT CHARGES INCLUDING ELECTRICAL UTILITY CHARGES
- COORDINATE ELECTRICAL WORK WITH REQUIREMENTS OF OTHER TRADES.
- PROVIDE CONDUIT BETWEEN THERMOSTATS, AIR CONDITIONING CONTROL PANELS, MOTOR STARTERS, SOLENOID VALVES, AND AIR CONDITIONING UNITS. SEE MECHANICAL DRAWINGS FOR CONTROL WIRE SIZES OR SIZE PER N.E.C..
- IN ADDITION TO WIRING INDICATED HERE, CONTRACTOR SHALL REVIEW MECHANICAL AND OTHER DRAWINGS PRIOR TO BID AND INCLUDE ALL WIRING MATERIALS (INCLUDING RELAYS AND CONTROL DEVICES) INDICATED THEREON AS PART OF ELECTRICAL WORK.
- EACH SWITCH TO BE SEPARATE 2"x3" BOX OR 2"x3" SPACE IN GANG BOX.
- THE ELECTRICAL SUBCONTRACTOR MUST BE LICENSED BY THE STATE (C-10) AND MUST EXAMINE EXISTING CONDITIONS, AND INCLUDE ALL LABOR AND MATERIAL TO INTERFACE WITH OTHER SYSTEMS.
- NEW EXTERIOR LIGHTING CIRCUITS SHALL BE PROVIDED WITH A PHOTOCCELL ASSEMBLY AS SHOWN ON PLAN.
- THE CONTRACTOR SHALL CONTACT THE ELECTRIC, TELEPHONE AND CABLE T.V. COMPANIES AND OBTAIN FROM THEM THEIR REQUIREMENTS FOR CONDUITS, SUBSTRUCTURES, PADS, METERS, BACKBOARDS, PULL BOXES, ETC., AND INCLUDE COST OF FURNISHING AND INSTALLING THIS REQUIRED EQUIPMENT.
- OBTAIN MAXIMUM AVAILABLE FAULT CURRENT FROM THE POWER COMPANY PRIOR TO BID. EQUIPMENT, BUSES, AND CIRCUIT PROTECTIVE DEVICES SHALL HAVE INTERRUPTING RATING TO PROTECT THE ELECTRICAL SYSTEM AGAINST THE MAXIMUM AVAILABLE FAULT CURRENT.
- ALL UNDERGROUND RISERS AND SWEEPS TO BE PVC COATED RIGID STEEL GALVANIZED CONDUIT
- CONTRACTOR IS TO SLEEVE BUILDING FOUNDATION FOR ALL UTILITY CONDUITS PER STRUCTURAL/ARCHITECTURAL DETAIL AND INSTALL ALL EQUIPMENT AND

- CONDUITS PER S.M.A.C.N.A STRUCTURAL AND SEISMIC REQUIREMENTS.
- TEMPORARY POWER FOR CONSTRUCTION, DEMOLITION, OR SYSTEM CHECKOUT IS TO BE PROVIDED BY THE CONTRACTOR AND SHALL BE PER N.E.C. AND CAL OSHA REQUIREMENTS.
- PULL BOXES NOT SPECIFICALLY SIZED ON THE DRAWINGS SHALL BE SIZED PER N.E.C. ARTICLE 370 AND FURNISHED WITH BOLT DOWN TRAFFIC RATED COVER. SET ON 12" PEA GRAVEL BASE.
- PRIOR TO DIGGING OR EXCAVATION, LOCATE U.G. UTILITIES BY CALLING 1-800-422-4133.
- PROVIDE PUBLIC STREET LIGHTING AND POWER OR TRAFFIC SIGNAL CONTROLLERS PER LOCAL REQUIREMENTS WHERE SHOWN ON CIVIL DRAWINGS. PROVIDE A PULL BOX PER FIXTURE AND 1-1/2"C-3/8" BETWEEN FIXTURES AND SOURCE TO BE VERIFIED WITH ELECTRICAL UTILITY COMPANY.
- CIRCUIT BREAKERS USED AS SWITCHES SHALL BE LISTED FOR SWITCHING AND MARKED "SWD"
- PROVIDE CONDUIT SEALS WITH DRAIN PLUG (EYSD) IN ALL CONDUITS ENTERING VAULTS TO PREVENT GROUND WATER OR WATER PONDS OR ANY WATER CONTAINMENT AREA FROM DRAINING WATER INTO ELECTRICAL EQUIPMENT IN BELOW GRADE VAULTS (NEC 230-8).
- NOTE: ARC-FLASH HAZARD:

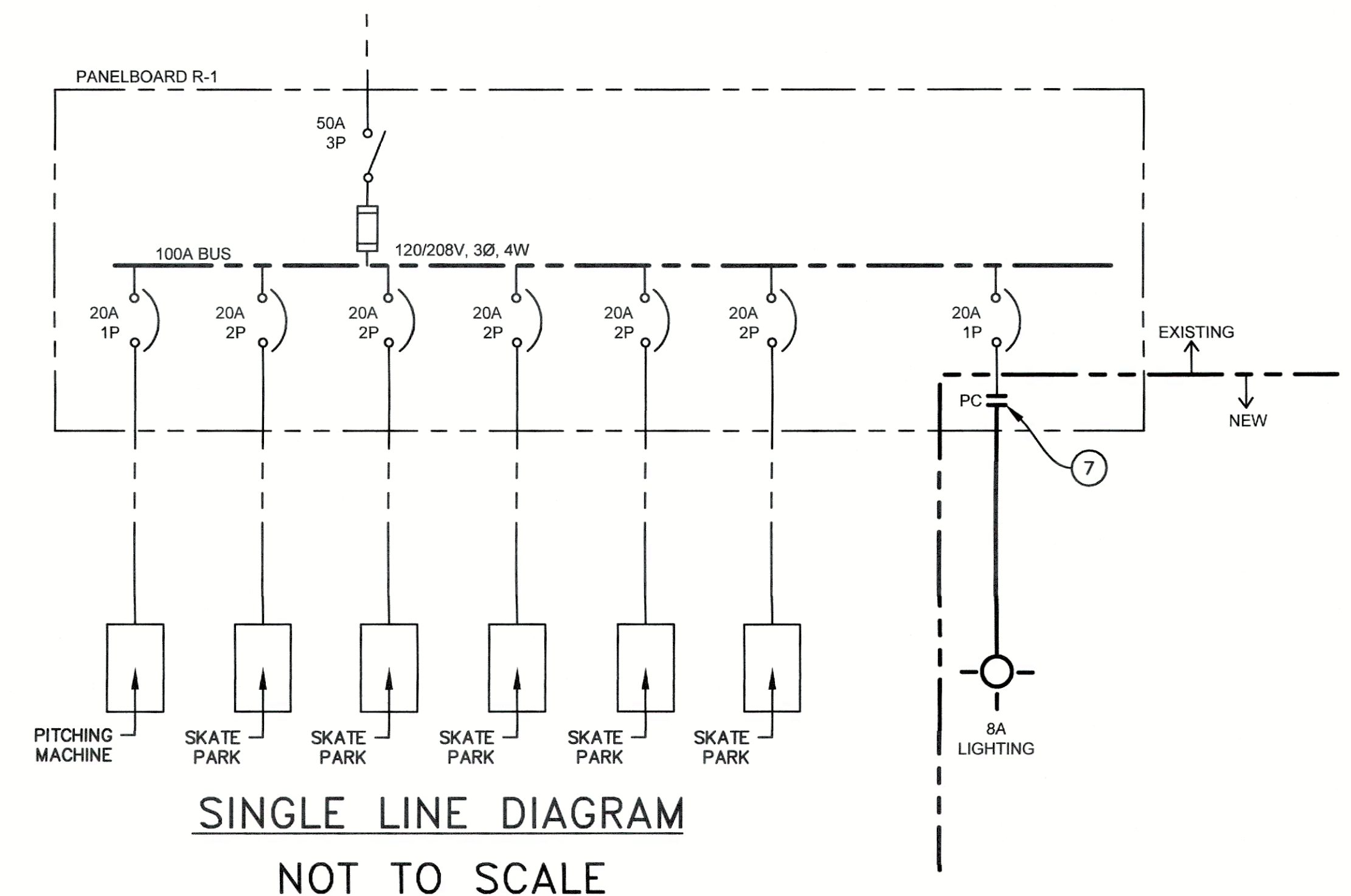
- ALL ELECTRICAL EQUIPMENT WITH LIVE PARTS SUBJECT TO EXAMINATION OR MAINTENANCE SHALL BE LABELED IN A CLEARLY VISIBLE WAY TO WARN QUALIFIED PERSONNEL OF POTENTIAL ARC FLASH HAZARDS. PROVIDE STICK-ON LABELS FOR EACH OPERABLE ENCLOSURE DOOR, PER NEC 110.16, NFPA 70E-2009 AND ANSI Z535.4-1998. CONTRACTOR TO PROVIDE COORDINATION AND FAULT CURRENT ANALYSIS IN ORDER TO FILL DATA ON LABEL. ALL WORK ON ENERGIZED ELECTRICAL EQUIPMENT REQUIRES PERSONAL PROTECTION EQUIPMENT (PPE) PER NFPA 70E:
- NON-MELTING LONG SLEEVE SHIRT, PANTS, AND UNDERLAYERS;
 - 'FR' ARC-RATED JACKET AND PANTS; SHIRT AND PANTS; COVERALLS.
 - HARD HAT
 - SAFETY GLASSES OR SAFETY GOGGLES
 - HEARING PROTECTION (EAR CANAL INSERTS)
 - INSULATED RUBBER GLOVES WITH LATHER PROTECTORS
 - LEATHER WORK SHOES

- PROJECT IMPROVEMENTS ARE EXEMPT FROM TITLE 24 AS A NON REGULATED FACILITY PER 2019 BUILDING ENERGY EFFICIENCY STANDARDS.

SURFACE MOUNT		W/ 50A M.C.B		100A BUS	
voltage	120/208, 3Ø, 4W	PANEL	R1	SCHEDULE	
ckt no.	ckt. bkr. no. amperes	no. of outlets	location	watts	
1	20 1	-	PITCHING MACHINE (E)	A	1800
2	20 1	-	PITCHING MACHINE (E)	B	1800
3	-	-	-	-	-
4	20 -	-	-	-	1800
5	-	-	-	-	-
6	-	-	-	-	1800
7	20 1	-	LIGHTING (N)	96	-
8	20 1	-	LIGHTING (N)	48	-
9	-	-	-	-	-
10	-	-	-	-	-
11	-	-	-	-	-
12	-	-	-	-	-
13	20 2	-	SKATEBOARD PARK (E)	900	-
14	20 2	-	SKATEBOARD PARK (E)	900	-
15	-	-	-	900	-
16	-	-	-	900	-
17	20 2	-	SKATEBOARD PARK (E)	-	900
18	20 2	-	-	-	900
19	-	-	-	900	-
20	-	-	-	900	-
21	20 2	-	UNKNOWN (E)	-	900
22	20 2	-	UNKNOWN (E)	-	900
23	-	-	-	-	900
24	-	-	-	-	900
25	-	-	-	-	-
26	-	-	-	-	-
27	-	-	-	-	-
28	-	-	-	-	-
29	-	-	-	-	-
30	-	-	-	-	-
total watts				5544	7200
other load				x1.25 = 22680	watts
total load				watts = 63.0	amps



PULL BOX PENETRATION DETAIL
NOT TO SCALE



SINGLE LINE DIAGRAM
NOT TO SCALE



Plans Prepared by:

JMD
PLANNING | ENGINEERING | MANAGEMENT
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
(626) 820-1137 Tel
(626) 820-1136 Fax
www.jmdiaz.com

Prepared under the Supervision of:

Ivan Salvatierra
IVAN SALVATIERRA RCE 83901

04/26/2021
DATE

CITY OF LA HABRA
SKATEBOARD PARK SECURITY CAMERAS
AND LIGHTS PROJECT FY 2020-21
LIGHTING DETAILS AND GENERAL NOTES

REV. NO.	DATE	DESCRIPTION	BY
1			
2			
3			

RECOMMENDED BY: JOSHUA HO, E.I.T.

APP'D BY: *Christopher L. Johansen*
CHRISTOPHER L. JOHANSEN, P.E., CITY ENGINEER

DATE: 8/24/21

DWG. ID: 1-D-515
DWG. NO. D-06
SHEET 7 OF 7

APPENDIX “B”

ATTACHMENTS

ATTACHMENTS	
1	Manufacturer Specifications

AXIS Q1647-LE Network Camera

5 MP video with 1/2" sensor and Optimized IR

With AXIS Q1647-LE Network Camera it's easier than ever to capture everything. High resolution at full frame rate, i-CS lens and 1/2" sensor ensure outstanding details and sharp images. Even in challenging or low light scenes, Forensic WDR and Lightfinder ensure that details will be unveiled. The robust aluminum housing resists extreme temperatures, and comes with built-in IR LED illumination for surveillance in complete darkness. AXIS Q1647-LE enables proactive surveillance with pre-installed AXIS Guard Suite and orientation aid for quick orientation with multiple monitors. Zip-stream optimizes the video stream to maintain high video quality while saving bandwidth and storage.

- > **5 MP resolution at 25/30 fps**
- > **1/2" sensor**
- > **Forensic WDR and Lightfinder**
- > **Electronic image stabilization (EIS)**
- > **AXIS Motion Guard, AXIS Fence Guard and AXIS Loitering Guard**



AXIS Q1647-LE Network Camera

Camera	
Image sensor	1/2" progressive scan RGB CMOS
Lens	Varifocal, IR corrected, CS-mount 3.9–10.0 mm, F1.5 5.3 MP (16:9): Horizontal field of view: 92°–44° Vertical field of view: 50°–24° 4 MP (16:9): Horizontal field of view: 95°–38° Vertical field of view: 52°–21° 5 MP (4:3): Horizontal field of view: 81°–37° Vertical field of view: 60°–27° i-CS lens
Day and night	Automatically removable infrared-cut filter
Minimum illumination	5 MP 25/30 fps with WDR and Lightfinder: Color: 0.12 lux at 50 IRE, F1.5; B/W: 0.02 lux at 50 IRE, F1.5, 0 lux with IR illumination on 4 MP 50/60 fps: Color: 0.24 lux at 50 IRE, F1.5, B/W; 0.04 lux at 50 IRE, F1.5, 0 lux with IR illumination on
Shutter speed	1/100000 to 2 s
Pan/Tilt/Zoom	Digital PTZ, uploadable PTZ driver (Pelco D pre-installed)
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC), Main, Baseline and High Profile Motion JPEG
Resolution	3072x1728 to 320x180
Frame rate	5 MP with WDR: 25/30 fps with power line frequency 50/60 Hz 4 MP without WDR: 50/60 fps with power line frequency 50/60 Hz
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Axis Zipstream technology in H.264 Controllable frame rate and bandwidth VBR/ABR/MBR H.264
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR – 120 dB, white balance, day/night threshold, exposure mode, exposure zones, compression, orientation: auto, 0°, 90°, 180°, 270°, mirroring of images, dynamic text overlay, image overlay, privacy masks, defogging, noise reduction, electronic image stabilization, barrel distortion correction, orientation aid, fine tuning of behavior at low light Scene profiles: forensic, vivid, traffic overview, backlit entrance
Audio	
Audio streaming	Two-way, full duplex
Audio encoding	AAC-LC 8/16/32/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz Configurable bit rate
Audio input/output	External balanced/unbalanced microphone or line input, line output, automatic gain control 24 bit AD/DA-conversion
Network	
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1x (EAP-TLS) ^a network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware
Supported protocols	IPv4, IPv6 USGv6, HTTP, HTTP/2, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP™, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, SFTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SOCKS, SSH, LLDP, CDP, MQTT v3.1.1, Syslog.
System integration	
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at axis.com AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF Profile G, ONVIF Profile S, and ONVIF Profile T, specifications at onvif.org
Event conditions	Analytics, external input, edge storage events, virtual inputs through API Audio: audio detection
Device status: above operating temperature, above or below operating temperature, below operating temperature, casing open, IP address removed, network lost, new IP address, storage failure, system ready, within operating temperature Edge storage: recording ongoing, storage disruption I/O: digital input, manual trigger, virtual input PTZ: PTZ malfunctioning, PTZ movement, PTZ preset position reached, PTZ ready Scheduled and recurring: scheduled event Video: average bitrate degradation, day-night mode, live stream open, tampering	
Event actions	File upload: FTP, SFTP, HTTP, HTTPS, network share and email, send video clip Notification: email, HTTP, HTTPS and TCP Overlay text, Send SNMP Trap Video and audio recording to edge storage Pre- and post-alarm video buffering External output activation, day/night vision mode, play audio clip, status LED, WDR mode, defog mode, PTZ control
Data streaming	Event data
Built-in installation aids	i-CS: Remote zoom and focus Other lens: Remote back focus Traffic wizard, pixel counter, levelling assistant, autorotation
Analytics	
Applications	Included AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard AXIS Video Motion Detection, active tampering alarm, audio detection Supported AXIS Digital Autotracking, AXIS Perimeter Defender Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
General	
Casing	IP66-, IP67-, NEMA 4X- and IK10-rated Metal (Aluminium) Color front: Black – NCS S 9000-N Color chassi: White – NCS S 1002-B Intrusion alarm switch
Sustainability	PVC free
Memory	1 GB RAM, 512 MB Flash
Power	Power over Ethernet (PoE) IEEE 802.3at Type 2 Class 4 Typical 12.3 W, max 25.5 W
Connectors	Shielded RJ45 10BASE-T/100BASE-TX PoE I/O: 6-pin 2.5 mm terminal block for four configurable inputs/outputs (12 V DC output, max load 50 mA) RS485/RS422, 2 pcs, 2 pos, full duplex, terminal block 3.5 mm mic/line in, 3.5 mm line out i-CS connector (compatible with P-Iris and DC-iris)
IR illumination	OptimizedIR with power-efficient, long-life 850 nm IR LEDs Range of reach 30 m (98 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Operating conditions	Arctic temperature control: Start-up at -40 °C to 60 °C (-40 °F to 140 °F) Humidity 10–100% RH (condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Approvals	EMC EN 55032 Class A, EN 61000-3-2, EN 61000-3-3, EN 50121-4, IEC 62236-4, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 32 Class A Safety IEC/EN/UL 60950-22, IEC/EN/UL 62368-1, IS 13252 Environment IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66/67, IEC/EN 62262 IK10, NEMA 250 Type 4X Network/NIST SP500-267

	Other IEC 62471
Dimensions	178 x 206 x 494 mm (7 x 8.11 x 19.45 in)
Weight	6350 g (13.2 lb)
Included accessories	AXIS T94Q01A Wall Mount, AXIS T92G20 Outdoor Housing, connector kit, resistor [®] T20 tool, installation guide, Windows [®] decoder 1-user license
Optional accessories	AXIS T90B Illuminators, Axis network cable couplers, AXIS T8129 PoE Extender, AXIS T8415 Wireless Installation Tool, Axis midspans For more accessories, see axis.com

Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at axis.com/vms
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese
Warranty	5-year warranty, see axis.com/warranty

- a. *This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).*

Environmental responsibility:

axis.com/environmental-responsibility

AXIS P3719-PLE Network Camera

15 MP multidirectional camera with IR for 360° coverage

AXIS P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses (4 x Quad HD) enabling overview and detailed surveillance. With one IP address and one network cable, the four-cameras-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination and WDR provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll, and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera has an integrated weathershield.

- > 15 MP, 360° coverage with one IP address
- > 360° IR illumination
- > Compact, flexible and discreet
- > Remote zoom and focus
- > Zipstream



AXIS P3719-PLE Network Camera

Camera	
Image sensor	4 x 1/2.5" progressive scan RGB CMOS
Lens	Varifocal, 3–6 mm, F1.8–2.6 4 x 1440p capture mode: Horizontal field of view: 101°–49° Vertical field of view: 54°–29° Diagonal field of view: 116°–58° Motorized focus, motorized zoom
Day and night	Automatically removable infrared-cut filter
Minimum illumination	Color: 0.20 lux at 50 IRE F1.8 B/W: 0.04 lux at 50 IRE F1.8, 0 lux with IR illumination on
Shutter speed	1/66500 s to 1/5 s with 50/60 Hz
Camera angle adjustment	Pan ±90°, tilt +25 to +95°, rotation –5 to +95°, twist ±20°
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) Main and High Profiles H.265 (MPEG-H Part 2)
Resolution	4 x 2560x1440 (4 x QHD 1440p) to 80x60
Frame rate	Up to 25/30 fps (50/60 Hz)
Video streaming	Multiple, individually configurable streams in H.264 and H.265 Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264
Image settings	Saturation, contrast, brightness, sharpness, WDR, white balance, exposure control, rotation: 0°, 90°, 180°, 270° including Corridor Format, dynamic text and image overlay, polygon privacy mask, compression
Audio	
Audio input/output	Two-way audio connectivity via optional AXIS T61 Audio and I/O Interfaces with portcast technology A 30 W midspan or higher between AXIS T61 Audio and I/O Interfaces and AXIS P3719-PLE is required.
Network	
IP address	One IP address for all channels
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1X (EAP-TLS) ^a network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware
Supported protocols	IPv4, IPv6, USBv6, HTTP, HTTP/2, HTTPS ^a , SSL/TLS ^a , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP™, SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, SRTP, SFTP, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SOCKS, SSH, LLDP, MQTT v3.1.1, Syslog
System integration	
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at axis.com AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF [®] Profile G, ONVIF [®] Profile S and ONVIF [®] Profile T, specification at onvif.org
Event triggers	Detectors, hardware, input signal, storage, system, time, analytics, edge storage events
Event actions	Day/night vision mode, overlay text, record video, send images, send notification, send SNMP trap, send video clip, status LED File upload: FTP, HTTP, HTTPS, network share, SFTP and email Notification: email, HTTP, HTTPS, TCP and SNMP trap
Data streaming	Event data
Built-in installation aids	Pixel counter, remote focus, remote zoom
Analytics	
Applications	Included AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard AXIS Video Motion Detection, active tampering alarm Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
General	
Casing	IP66-, IP67-, NEMA 4X-rated, IK09 impact-resistant, aluminium and plastic casing with polycarbonate hard-coated dome, sunshield (PC/ASA) Color: white NCS S 1002-B For repainting instructions of casing and impact on warranty, contact your Axis partner.
Mounting	Mounting bracket with junction box holes (double gang box, single gang box, 4" octagon junction box and 4" square junction box) ½" (M20) conduit side entry ¾" (M25) conduit adapter included
Sustainability	PVC free
Memory	2048 MB RAM, 512 MB Flash
Power	Power over Ethernet (PoE) IEEE 802.3at Type 2 Class 4 IR illumination on: class 4, typical 16.3 W, max 25.5 W IR illumination off: class 3, typical 10.7 W, max 25.5 W
Connectors	Shielded RJ45 10BASE-T/100BASE-TX/1000BASE-T PoE Audio and I/O connectivity via AXIS T61 Audio and I/O Interfaces with portcast technology.
IR illumination	Four individually controllable IR with power-efficient, long-life 850 nm IR LEDs Range of reach 15 m (50 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Dual SD cards Support for SD card encryption (AES-XTS-Plain64 256bit) Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Operating conditions	–30 °C to 50 °C (–22 °F to 122 °F) Humidity 10–100% RH (condensing) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F)
Storage conditions	–40 °C to 65 °C (–40 °F to 149 °F)
Approvals	EMC EN 55032 Class A, EN 50121–4, IEC 62236–4, EN 61000–3–2, EN 61000–3–3, EN 55024, EN 61000–6–1, EN 61000–6–2, FCC Part 15 Subpart B Class A, ICES–003 Class A, VCCI Class A, RCM AS/NZS CISPR 32 Class A Safety IEC/EN/UL 62368–1, IEC/EN/UL 60950–22, IS 13252, IEC 62471 Environment IEC 60068–2–1, IEC 60068–2–2, IEC 60068–2–6, IEC 60068–2–14, IEC 60068–2–27, IEC 60068–2–78, IEC/EN 60529 IP66/67, IEC/EN 62262 IK09, NEMA 250 Type 4X, NEMA TS 2 (2.2.7–2.2.9) Network NIST SP500–267
Dimensions	Height: 91.5 mm (3.6 in) ø 255 mm (10.04 in)
Weight	2.0 kg (4.4 lb)
Included accessories	RJ45 mounting tool, screw bit TR20, Installation guide, Windows [®] decoder 1-user license
Optional accessories	AXIS T94N01D Pendant Kit AXIS T94N01L Recessed Mount Axis mounts and cabinets For more accessories, see axis.com
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available on axis.com/vms
Languages	English, Simplified Chinese, Traditional Chinese, French, German, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish
Warranty	5-year warranty, see axis.com/warranty
<p>a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eay@cryptsoft.com).</p>	
<p>Environmental responsibility: axis.com/environmental-responsibility</p>	

AXIS T8508 PoE+ Network Switch

8-port switch for efficient network management

AXIS T8508 PoE+ Network Switch is an 8-port managed Gigabit switch with a compact, fan-less design for installation in noise sensitive environments or to be used as an edge switch. AXIS T8508 is a perfect complement to Axis' recorders to further simplify setup and installation of surveillance systems. The intuitive administrator interface offers a graphic topology for easy overview of all devices in the system with information about connected devices and status. The high PoE power output allows for connection of up to 8 PoE cameras.

- > **30 W PoE per port, total 130 W**
- > **Gigabit switch**
- > **2 SFP/RJ45 Combination Ports**
- > **Intuitive graphic topology for system overview**



AXIS T8508 PoE+ Network Switch

Network		Power
Network function	DHCP server included VLAN	Power connector port
Security	Password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, ACL, Private VLANs, DHCP Snooping	Surge protection 6kV on all network ports and AC lines
Supported protocols	IPv4, IPv6, HTTP, HTTPS, QoS, Bonjour, UPnP, SNMP v1/v2c/v3, DNS, NTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, SSH, STP, RSTP, MSTP, LLDP, LLDP-MED, TFTP, SMTP, BPDU	Operating conditions 0 °C to 50 °C (32 °F to 122 °F) Humidity 10–90% RH (non-condensing)
Throughput	14.9 Mpps	Storage conditions -10 °C to 70 °C (14 °F to 158 °F) Humidity 5–95% RH (non-condensing)
Switching capacity	20 Gbps	Approvals EMC EN 55032 Class A EN 55024 FCC part 15 Subpart B Class A VCCI Class A RCM AS/NZS CISPR 32 Class A ICES-003 Class A Safety IEC/EN/UL 60950-1 EN 62368-1 EAC CE, ITE, JATE
MAC table	8 K	Management software AXIS Device Manager
Jumbo frames	9216 Bytes	Included accessories Installation Guide Drill template Power cord Rubber feet (4x)
General		Optional accessories AXIS T85 Rack Mount Kit A
Casing	Metal Color: Black	Warranty 5-year warranty, see axis.com/warranty
Environment	Indoor	Environmental responsibility: axis.com/environmental-responsibility
Dimensions	WxDxH: 220 x 242 x 44 mm (8.6 x 9.52 x 1.73 in)	
Weight	2.1 kg (4.63 lbs)	
Power requirements	100–240 V AC, 50/60 Hz	
PoE class	Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4	
PoE output	Port 1 to 8: Up to 30 W Power budget: 130 W	
Connectors	PoE ports RJ45 10Base-T/100Base-TX/1000Base-T (8x) Uplink Combination port RJ45/SFP 100Base-TX/1000Base-T (2x)	

AXIS T8516 PoE+ Network Switch

16-port switch for efficient network management

AXIS T8516 PoE+ Network Switch is an easy to install 16-port managed Gigabit switch - a perfect complement to Axis' recorders to further simplify setup and installation of surveillance systems. AXIS T8516 comes with an integrated DHCP server for automatic assignment of IP addresses and discovery of connected Axis devices. The intuitive administrator interface offers a graphic topology for easy overview of all devices in the system with information about connected devices and status. The high PoE power output allows for connection of up to 16 PoE cameras.

- > **30 W PoE per port, total 240 W**
- > **Gigabit switch**
- > **2 SFP/RJ45 Combination Ports**
- > **Intuitive graphic topology for system overview**



AXIS T8516 PoE+ Network Switch

Network		Power
Network function	DHCP server included VLAN	Power connector port
Security	Password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, ACL, Private VLANs, DHCP Snooping	Surge protection 6 kV on all network ports and AC lines
Supported protocols	IPv4, IPv6, HTTP, HTTPS, QoS, Bonjour, UPnP, SNMP v1/v2c/v3, DNS, NTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, SSH, STP, RSTP, MSTP, LLDP, LLDP-MED, TFTP, SMTP, BPDU	Operating conditions 0 °C to 50 °C (32 °F to 122 °F) Humidity 10–90% RH (non-condensing)
Throughput	26.8 Mpps	Storage conditions -10 °C to 70 °C (14 °F to 158 °F) Humidity 5–95% RH (non-condensing)
Switching capacity	36 Gbps	Approvals EMC EN 55032 Class A EN 55024 FCC Part 15 Subpart B Class A VCCI Class A ICES-003 Class A KCC RCM Safety IEC/EN/UL 60950-1 EN 62368-1 S-mark (Argentina) EAC CE, ANATEL, JATE
MAC table	8 K	Management software AXIS Device Manager
Jumbo frames	9216 Bytes	Included accessories Installation Guide Power cord 19" ear rack kit Rubber feet (4x)
General		Warranty 5-year warranty, see axis.com/warranty
Casing	Metal Color: Black	Environmental responsibility: axis.com/environmental-responsibility
Environment	Indoor	
Dimensions	WxDxH: 442 x 211 x 44 mm (17.4 x 8.31 x 1.73 in)	
Weight	3 kg (6.1 lbs)	
Power requirements	100–240 V AC, 50/60 Hz	
PoE class	Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4	
PoE output	Port 1 to 16: Up to 30 W Power budget: 240 W	
Connectors	PoE ports RJ45 10Base-T/100Base-TX/1000Base-T (16x) Uplink Combination port RJ45/SFP 100Base-TX/1000Base-T (2x)	

AXIS C1310-E Network Horn Speaker

Outdoor speaker for clear long-range speech

AXIS C1310-E Network Horn Speaker is perfect for outdoor environments in most climates. It allows users to remotely warn off intruders before they commit a crime, to deliver instructions during an emergency or to make general voice messages. Built-in memory supports pre-recorded messages, or security personal can respond to notifications with live speak. Digital signal processing (DSP) ensures clear sound. Open standards support easy integration with network video, access control, analytics, and VoIP (supporting SIP). AXIS C1310-E is a standalone unit that can be placed almost anywhere, which supports a flexible, scalable and cost-effective approach to system design.

- > **All-in-one speaker system**
- > **Connects to standard network**
- > **Simple installation with PoE**
- > **Remote health testing**
- > **Two input/outputs (GPIO)**

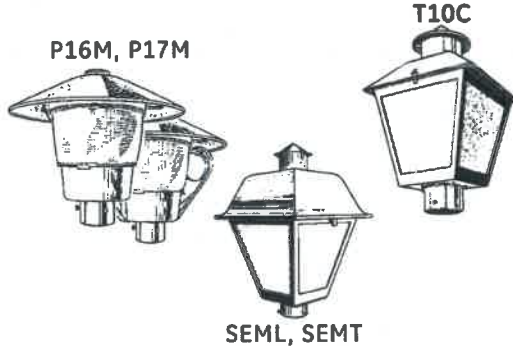


AXIS C1310-E Network Horn Speaker

Audio		General	
Audio management	Software applications for managing and controlling your audio system regardless of its size and complexity: – Included in the product (runs inside the device) is AXIS Audio Manager Edge, offering zone management, content management, content scheduling and health monitoring. Up to 200 speakers and 20 zones are supported (see separate datasheet for more details). – For larger and more advanced systems we recommend AXIS Audio Manager Pro (see separate datasheet).	Casing	Impact-resistant aluminum, IP66-, IP67-, NEMA 4X-rated, and MIL-STD-810G 509.5-rated.
Audio streaming	One-way/two-way ^a (mono)	Memory	256 MB RAM, 512 MB Flash
Audio encoding	AAC LC 8/16/32/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Axis μ -law 16 kHz, WAV, MP3 in mono/stereo from 64 kbps to 320 kbps. Constant and variable bit rate. Sampling rate from 8 kHz up to 48 kHz.	Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 (max. 12.95 W)
Audio input/output	Built-in microphone (can be disabled mechanically)	Connectors	RJ45 10BASE-T/100BASE-TX PoE I/O: 4-pin 2.5 mm terminal block for one input and one output
Built-in microphone specification	50 Hz - 12 kHz	Operating conditions	-40°C to 60 °C (-40 °F to 140 °F) Humidity 10-100% RH (condensing)
Speaker		Approvals	EMC EN 55032 Class B, EN 50121-4, IEC 62236-4, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class B, ICES-3(B)/NMB-3(B), VCCI Class B, RCM AS/NZS CISPR 32 Class B, KC KN32 Class B, KC KN35 Safety IEC/EN/UL 62368-1, IEC/EN/UL 60950-22 Environment IEC/EN 60529 IP67, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66, NEMA 250 Type 4X, MIL-STD-810G 509.5
Max sound pressure level	>121 dB	Dimensions	Without bracket: 164 x 225 x 250 mm (6 1/2 x 8 7/8 x 9 7/8 in.) With bracket: 164 x 225 x 305 mm (6 1/2 x 8 7/8 x 12 in.)
Frequency response	280 Hz - 12.5 kHz	Weight	1.3 kg (2.9 lb.)
Coverage pattern	70° horizontal by 100° vertical (at 2 kHz)	Included accessories	Installation Guide, AVHS Authentication Key, AXIS Camera Station license key, AXIS Connector Guard A, Cable shoe
Amplifier		Optional accessories	AXIS T91B47 Pole Mount, AXIS T91F67 Pole Mount, Cable Gland M20x1.5, RJ45, Cable Gland A M20, AXIS Power over Ethernet Midspans, T94R01B Corner Bracket, T94P01B Corner Bracket, T94S01P Conduit Back Box
Amplifier description	Built-in 7 W Class D amplifier	Video management software	AXIS Camera Station, Video management software from Axis' Application Development Partners available on axis.com/techsup/software
Network		Languages	English, German, French, Spanish, Italian
Security	Password protection, IP address filtering, HTTPS ^b encryption, IEEE 802.1X ^b network access control, Digest authentication, User access log	Warranty	5-year warranty, see axis.com/warranty
Supported protocols	IPv4/v6, HTTP, HTTPS ^b , SIP, SSL/TLS ^b , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP TM , SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, TCP, UDP, IGMPv1/v2/v3, ICMP, DHCP, ARP, SOCKS, SSH	<p>a. This product supports two-way audio for sending audio to the speaker and receiving audio from the microphone. The product does not support two-way communication for conversations with speaker operators.</p> <p>b. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (www.openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).</p> <p>c. Audio synchronization with IPv4 only.</p>	
System integration		Environmental responsibility: axis.com/environmental-responsibility	
Application Programming Interface	Open API for software integration, including VAPIX [®] , AXIS Video Hosting System (AVHS) with One-click Connection, AXIS Camera Application Platform (ACAP).		
Audio synchronization	Built-in audio synchronization ^c for up to 50 speakers with unicast and hundreds of speakers with multicast. No additional speaker management software or hardware required.		
VoIP	Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX. Tested with: SIP client such as Cisco, Bria and Grandstream and PBX suppliers such as Cisco and Asterisk. Supported SIP features: secondary SIP server, IPv6, SRTP, SIPS, SIP TLS, DTMF (RFC2976 and RFC2833), NAT (ICE, STUN, TURN) Supported codecs: PCMU, PCMA, opus, L16/16000, L16/8000, speex/8000, speex/16000, G.726-32		
Intelligent audio	Auto Speaker Test		
Event triggers	Virtual inputs, External input Call: DTMF, State changes, AXIS Camera Application Platform (ACAP)		
Event actions	File upload: HTTP, network share and email Notification: email, HTTP and TCP Play audio clip Perform Auto Speaker Test Send SNMP trap Status LED		
Built-in installation aids	Test tone verification and identification		
Functional monitoring	Auto Speaker Test, Connection verification, Built-in system logging		

STEEL ROUND TAPERED AREA LIGHTING POLES 10 TO 20 FEET (3 TO 6 METERS)

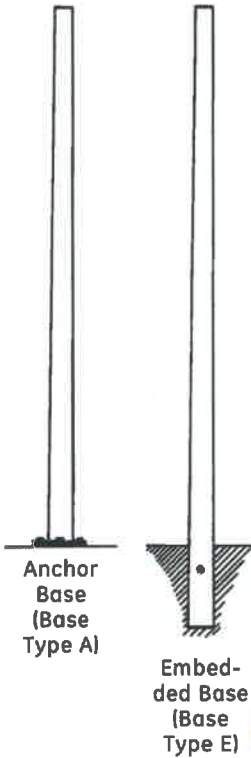
SUGGESTED LUMINAIRE APPLICATIONS



SPECIFICATION FEATURES

- Round tapered steel shaft
- Prime painted or galvanized finish
- Shaft lengths from 10 to 20 feet
- Three inch OD top for mounting single luminaire
- Choice of anchor or embedded base

For more Decorative Pole selections, go to www.gelightingsolutions.com StreetDreams™ Brochure OLP-2770C.



POLE SELECTION TABLE

Shipped with pole: anchor bolts, decorative chrome cap nuts, hardware, and anchor bolt circle template.

Nominal Mounting Height (ft)	Weight (lbs)	Maximum Recommended Total Load			Ordering Number	Shaft Dimensions Bottom OD X Top OD X Length X Thickness (in. X in. X ft-in. X gauge)	Approximate Weight (lbs)	Pole Base Data Item Number
		70 MPH	80 MPH	90 MPH				
POLES WITH ANCHOR BASE. SEE FIG. 1.								
10	125	12.7	9.6	7.4	ARTS103S4.411APP	4.40 X 3.0 X 10-0 X 11	61	1
12	125	11.7	8.7	6.7	123S4.711APP	4.68 X 3.0 X 12-0 X 11	72	1
14	125	11.1	8.2	6.3	143S5.011APP	4.96 X 3.0 X 14-0 X 11	85	1
16	125	10.8	7.9	6.0	163S5.211APP	5.24 X 3.0 X 16-0 X 11	98	1
18	125	10.8	7.9	5.9	183S5.511APP	5.52 X 3.0 X 18-0 X 11	111	1
20	125	11.1	8.1	6.0	203S5.811APP	5.80 X 3.0 X 20-0 X 11	126	1
POLES WITH EMBEDDED BASE. SEE FIG. 2.								
10	125	13.3	10.0	7.7	ARTS103S4.711EPP	4.68 X 3.0 X 12-0 X 11	59	-
12	125	12.4	9.3	7.2	123S5.011EPP	4.96 X 3.0 X 14-0 X 11	71	-
14	125	11.6	8.7	6.6	143S5.511EPP	5.24 X 3.0 X 16-0 X 11	84	-
16	125	10.9	8.1	6.1	163S5.511EPP	5.52 X 3.0 X 18-0 X 11	98	-
18	125	10.3	7.6	5.7	183S5.811EPP	5.80 X 3.0 X 20-0 X 11	112	-
20	125	9.0	7.1	5.3	203S6.111EPP	6.08 X 3.0 X 22-0 X 11	127	-

ORDERING NUMBER LOGIC (See Pole Selection Table for actual Ordering Numbers)

A	R	T	S	10	3S	4.4	11	A	PP
PRODUCT IDENT (LUMINAIRE USAGE)	POLE CROSS SECTION	SHAFT SHAPE	POLE MATERIAL	NOMINAL MOUNTING HEIGHT (FT)	MOUNTING	SHAFT DIMENSIONS BOTTOM SHAFT GAUGE OD (IN.)	BASE TYPE	FINISH	
X	X	X	X	XX	XX	XXX	XX	X	XX
A = Area	R = Round	T = Tapered	S = Steel	10 = 10 12 = 12 14 = 14 16 = 16 18 = 18 20 = 20	3S = 3-in. OD top for single luminaire	4.4 = 4.4 4.7 = 4.7 5.2 = 5.2 5.5 = 5.5 5.8 = 5.8 6.0 = 6.0 6.4 = 6.4	11 = 11	A = Anchor (See illustration above) E = Embedded (See illustration above)	GV = Galvanized PP = Prime Painted (Standard) NOTE: If galvanized finish is required, substitute GV for PP in ordering number listed in Pole Selection Table.

REFERENCES

See Page P-21 for Pole Base Data
See Page P-2 for Pole Selection Guidelines



Evolve[®]

LED Post Top
Avery StreetDreams[®]
(EPAS)



current
powered by GE

Evolve[®]

LED Post Top

Avery StreetDreams[®] (EPAS)

The **GE Evolve[®] LED Avery StreetDreams[®] Post Top** offers energy efficiency and quality of light in a classic, traditional style. The advanced LED optical system provides improved horizontal and vertical uniformity, reduced glare and improved lighting control. GE's unique optical ring technology effectively aims the light where you need it. The Avery post top can yield up to a 60-percent reduction in system energy compared with standard HID systems, depending on applications. This reliable system operates well in cold temperatures and offers more than 20 years of service life, reducing maintenance frequency and expense, based on a rated 100,000 hour life and 12 hours of operation per day.



Features:

- Optimized photometric distributions
- **Evolve[®]** light engine consisting of nested concentric directional reflectors designed to optimize application efficiency and minimize glare
- 70 CRI at 3000K and 4000K typical
- -40°C to 50°C UL Ambient
- Designed & Assembled in USA

Applications:

- Local Roadways
- Parks and Pathways
- Antique Streetscapes
- University and Business Campuses

Compatible with **LightGrid** Outdoor Wireless Control System



To learn more about **GE Evolve[®] Avery StreetDreams[®] EPAS**, go to: www.currentbyge.com

Evolve*

LED Post Top

Avery StreetDreams® (EPAS)



Project name _____

Date _____

Type _____

Typical Specifications: EPAS

LED & Optical Assembly

- **Output Range:** 2800 to 9300 lm
- **Photometric Options:**
 - Symmetric Type V
 - Symmetric Type V Diffused Optical Lens
 - Asymmetric Type III
 - Asymmetric Type III Diffused Optical Lens
- **System Efficacy:** 78 to 116 LPW
- **CCT:** 3000K, 4000K; LEDs @ 70 CRI

Lumen Maintenance Tables:

Projected Lxx per IES TM-21 at 25°C for reference:

EPAS02 LUMEN OUTPUT CODES	Lxx (10K) @ HOURS		
	25,000 HR	50,000 HR	60,000 HR
03-09	L97	L96	L96

Note: Projected Lxx based on LM80 (10,000 hour testing). Accepted industry tolerances apply to initial luminous flux and lumen maintenance measurements.

Lumen Ambient Temperature Factors:

AMBIENT TEMP (°C)	INITIAL FLUX FACTOR
10	1.02
20	1.01
25	1.00
30	0.99
40	0.98

Electrical

- **Input Voltage:** 120-277V or 347-480V
- **Input Frequency:** 50/60Hz
- **Power Factor (PF)*:** ≥90%
- **Total Harmonic Distortion (THD)*:** ≤20%

* System PF and THD specified at rated watts.

Ratings

- **Safety:** UL/cUL listed per UL 1598, suitable for wet locations (UL/cUL)
- **Intrusion Protection (IP):** IP 65 rated optical enclosure per ANSI C136.25-2009.
- **Sound:** Class "A" rating.
- **Surge Protection:** per ANSI C136.1-2015
(Driver Internal):
 - 6kV/3kA "Basic: (40 Strikes)" – Standard
- **(Additional Secondary SPD):**
 - 10kV/5kA "Enhanced (40 Strikes)" – Option R
- **Environmental:** Complies with the material restrictions of RoHS
- **EMI:** Title 47CFR Part 15 Class A
- **Vibration:** 2.0G per ANSI C136.41-2010
- **LM-79 testing** in accordance with IESNA standards.
- **Operating Temperature:** -40 °C to + 50 °C

Construction & Finish

- **Housing:**
 - Classic- Look cast aluminum housing.
 - Internal heat sink ensuring maximum heat transfer for long LED life.
 - Scroll or Medallion Crown & Ribs appearance options.
 - Cupola compatible with C136.10 PE's, Shorting Caps, and LightGrid Wireless Control System Nodes.
- **Lensing:** UV resistant Acrylic globe
- **Paint:** Corrosion resistant polyester powder paint, minimum 2.0 mils thickness.
 - Standard colors: Black, Dark Bronze
 - RAL & custom colors available
- **Weight:** 43 lbs (19.5 kg) – 54 lbs (24.5 kg)

Warranty

- **System Warranty:** 5 Year Standard, 10 Year Optional

Controls

- **Dimming*:**
 - Standard: 0-10V; Optional DALI
- **Sensors:**
 - Photo electric sensors (PE) available for all voltages
 - LightGrid Wireless Control System Nodes compatible via 7-Pin C136.41 socket+

* Dimming control leads connected to 7-Pin C136.41 socket

+ Both LG2.0 and DALI available on Top Mounted PE socket only

Mounting

- Post top mounting for 3-inch (76mm) OD vertical tenon secured with six square head set screws



Ordering Number Logic

Avery Streetdreams® Post Top (EPAS)

EPAS 02

PRODUCT ID	GEN. TYPE (G, H)	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	ROD TYPE	TOP/CAFE TYPE	FINIAL	COLOR	OPTIONS
E = Evolve	02 = 2nd Gen	0 = 120-277V 1 = 120V 2 = 208V 3 = 240V 4 = 277V 5 = 480V** D = 347V** H = 347-480V**	03 04 05 06 07 08 09	A = Symmetric Type V B = Asymmetric Type III C = Symmetric Type V Diffused Optical Lens* D = Asymmetric Type III Diffused Optical Lens*	30 = 3000K 40 = 4000K	1 = None 2 = PE Rec. (in Pod) † 4 = PE Rec. with Shorting Cap (in Pod) † 5 = PE Rec. (in Pod) w/std PE in box** A = PE Receptacle on top (Colony style PE Top) ^ D = PE Receptacle on top (Colony style PE Top) with Shorting Cap ^ E = PE Receptacle on top (Colony style PE Top) with non-dimming PE in box *	A = Leaf B = Frame* C = Column D = Flute* *Contact Manufacturer for Lead Time	A = Colony Top B = Colony Top + Medallion C&R C = Colony Top + Scroll C&R D = Scroll Top E = Scroll Top + Medallion C&R F = Scroll Top + Scroll C&R G = Colony Style w/PE Top H = Colony Style w/PE Top + Medallion C&R J = Colony Style w/PE Top + Scroll C&R	A = Silhouette B = Acorn C = Flower-De-Lis E = Blossom F = Spike G = Oak H = Steeple K = None	BLCK = Black DKBZ = Dark Bronze	R = Secondary 10KW/5KA SPD N = (N/A) *Top/Cage G, H, J only! **S = Special Options

**See chart below for availability

* Lens cover over optical assembly

† Only available with Top/Cage Types A, B, C, D, E & F.
2, 4 & 5 (in Pod) NOT compatible w/wireless controls.
^ Only available with Top/Cage options G, H & J.
* Must specify discrete voltage

DISTRIBUTION CODE	OPTICAL CODE	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE		BUG RATINGS		TOP/CAFE CODE	IES FILE NUMBERS (See Note below)**				
		3000K	4000K	120-277V & 347-480V		3000K	4000K		120-277V		347-480V		
				3000K	4000K				120-277V	347-480V	120-277V	347-480V	
A Symmetric Type V	03	2800	3000	27	N/A	B2-U2-G1	B2-U2-G1	A, D, G No C&R	EPAS02_03A40_A_-120-277VIES		EPAS02_03A30_A_-120-277VIES		
	04	3800	4000	35	N/A	B2-U2-G1	B2-U2-G1		EPAS02_04A40_A_-120-277VIES		EPAS02_04A30_A_-120-277VIES		
	05	4700	5000	43	N/A	B3-U2-G1	B3-U2-G1		EPAS02_05A40_A_-120-277VIES		EPAS02_05A30_A_-120-277VIES		
	06	5800	6200	54	N/A	B3-U3-G1	B3-U3-G1		EPAS02_06A40_A_-120-277VIES		EPAS02_06A30_A_-120-277VIES		
	07	6800	7200		65	B3-U3-G2	B3-U3-G2		EPAS02_07A40_A_-120-277VIES		EPAS02_07A30_A_-120-277VIES		
	08	7700	8200		74	B3-U3-G2	B3-U3-G2		EPAS02_08A40_A_-120-277VIES		EPAS02_08A30_A_-120-277VIES		
	09	8800	9300		85	B3-U3-G2	B3-U3-G2		EPAS02_09A40_A_-120-277VIES		EPAS02_09A30_A_-120-277VIES		
	03	2800	3000	27	N/A	B1-U2-G1	B1-U2-G1		EPAS02_03B40_A_-120-277VIES		EPAS02_03B30_A_-120-277VIES		
	04	3800	4000	35	N/A	B1-U2-G1	B1-U2-G1		EPAS02_04B40_A_-120-277VIES		EPAS02_04B30_A_-120-277VIES		
B Asymmetric Type III	05	4700	5000	43	N/A	B1-U3-G2	B1-U3-G2	EPAS02_05B40_A_-120-277VIES		EPAS02_05B30_A_-120-277VIES			
	06	5800	6200	54	N/A	B1-U3-G2	B1-U3-G2	EPAS02_06B40_A_-120-277VIES		EPAS02_06B30_A_-120-277VIES			
	07	6800	7200		65	B1-U3-G2	B1-U3-G2	EPAS02_07B40_A_-120-277VIES		EPAS02_07B30_A_-120-277VIES			
	08	7700	8200		74	B1-U3-G2	B1-U3-G2	EPAS02_08B40_A_-120-277VIES		EPAS02_08B30_A_-120-277VIES			
	09	8800	9300		85	B2-U3-G2	B2-U3-G2	EPAS02_09B40_A_-120-277VIES		EPAS02_09B30_A_-120-277VIES			
	03	3300	3500	35	N/A	B2-U2-G1	B3-U2-G1	B, E or H Medallion C&R	EPAS02_03A40_B_-120-277VIES		EPAS02_03A30_B_-120-277VIES		
	04	4100	4400	43	N/A	B2-U2-G1	B3-U2-G1		EPAS02_04A40_B_-120-277VIES		EPAS02_04A30_B_-120-277VIES		
	05	5200	5500	54	N/A	B3-U2-G1	B3-U2-G1		EPAS02_05A40_B_-120-277VIES		EPAS02_05A30_B_-120-277VIES		
	06	6000	6400		65	B3-U2-G1	B3-U2-G1		EPAS02_06A40_B_-120-277VIES		EPAS02_06A30_B_-120-277VIES		
07	6300	7300		74	B3-U2-G1	B3-U2-G1	EPAS02_07A40_B_-120-277VIES			EPAS02_07A30_B_-120-277VIES			
08	7800	8300		85	B3-U3-G2	B3-U3-G1	EPAS02_08A40_B_-120-277VIES			EPAS02_08A30_B_-120-277VIES			
03	3300	3500	35	N/A	B1-U2-G1	B1-U2-G1	EPAS02_03B40_B_-120-277VIES			EPAS02_03B30_B_-120-277VIES			
04	4100	4400	43	N/A	B1-U2-G1	B1-U2-G1	EPAS02_04B40_B_-120-277VIES			EPAS02_04B30_B_-120-277VIES			
05	5200	5500	54	N/A	B1-U2-G2	B1-U2-G2	EPAS02_05B40_B_-120-277VIES			EPAS02_05B30_B_-120-277VIES			
A Symmetric Type V	06	6100	6400		65	B1-U2-G2	B1-U2-G2	EPAS02_06B40_B_-120-277VIES		EPAS02_06B30_B_-120-277VIES			
	07	6300	7300		74	B1-U3-G2	B1-U3-G2	EPAS02_07B40_B_-120-277VIES		EPAS02_07B30_B_-120-277VIES			
	08	7800	8300		85	B1-U3-G2	B1-U3-G2	EPAS02_08B40_B_-120-277VIES		EPAS02_08B30_B_-120-277VIES			
	03	3500	3700	43	N/A	B2-U2-G1	B2-U2-G1	C, F or J Scroll C&R	EPAS02_03A40_C_-120-277VIES		EPAS02_03A30_C_-120-277VIES		
	04	4400	4700	54	N/A	B2-U2-G1	B2-U2-G1		EPAS02_04A40_C_-120-277VIES		EPAS02_04A30_C_-120-277VIES		
	05	5100	5400		65	B3-U2-G1	B2-U2-G1		EPAS02_05A40_C_-120-277VIES		EPAS02_05A30_C_-120-277VIES		
	06	5800	6200		74	B3-U2-G1	B3-U2-G1		EPAS02_06A40_C_-120-277VIES		EPAS02_06A30_C_-120-277VIES		
	07	6600	7000		85	B3-U2-G1	B3-U2-G1		EPAS02_07A40_C_-120-277VIES		EPAS02_07A30_C_-120-277VIES		
	03	3500	3700	43	N/A	B1-U2-G1	B1-U2-G1		EPAS02_03B40_C_-120-277VIES		EPAS02_03B30_C_-120-277VIES		
04	4400	4700	54	N/A	B1-U2-G1	B1-U2-G1	EPAS02_04B40_C_-120-277VIES			EPAS02_04B30_C_-120-277VIES			
05	5100	5400		65	B1-U2-G2	B1-U2-G1	EPAS02_05B40_C_-120-277VIES			EPAS02_05B30_C_-120-277VIES			
B Asymmetric Type III	06	5800	6200		74	B1-U3-G2	B1-U2-G2		EPAS02_06B40_C_-120-277VIES		EPAS02_06B30_C_-120-277VIES		
	07	6600	7000		85	B1-U3-G2	B1-U3-G2	EPAS02_07B40_C_-120-277VIES		EPAS02_07B30_C_-120-277VIES			

*Grayed configurations not DLC™ listed

** IES File designations are shared for Top/Cage Codes as follows: A = A, D or G B = B, E or H C = C, F, or J

Diffused Optical Lens Claims Table

Avery Streetdreams® Post Top (EPAS)



DISTRIBUTION CODE	OPTICAL CODE	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE		BUG RATINGS		TOP/COGE CODE	IES FILE NUMBERS (see note below)**			
									3000K		4000K	
		3000K	4000K	120-277V	347-480V	3000K	4000K		120-277V	347-480V	120-277V	347-480V
C Symmetric Type V Diffused Optical Lens	03	2600	2800	27	N/A	B2-U2-G1	B2-U2-G1	A, D, G No C&R	EPAS02_03C40_A_-120-277V.IES		EPAS02_03C30_A_-120-277V.IES	
	04	3600	3800	35	N/A	B2-U2-G1	B2-U2-G1		EPAS02_04C40_A_-120-277V.IES		EPAS02_04C30_A_-120-277V.IES	
	05	4500	4700	43	N/A	B2-U2-G1	B2-U2-G2		EPAS02_05C40_A_-120-277V.IES		EPAS02_05C30_A_-120-277V.IES	
	06	5500	5900	54	N/A	B3-U2-G2	B3-U2-G2		EPAS02_06C40_A_-120-277V.IES		EPAS02_06C30_A_-120-277V.IES	
	07	6500	6900	65		B3-U3-G2	B3-U3-G2		EPAS02_07C40_A_-120-277V.IES		EPAS02_07C30_A_-120-277V.IES	
	08	7300	7800	74		B3-U3-G2	B3-U3-G2		EPAS02_08C40_A_-120-277V.IES		EPAS02_08C30_A_-120-277V.IES	
	09	8350	8900	85		B3-U3-G2	B3-U3-G2		EPAS02_09C40_A_-120-277V.IES		EPAS02_09C30_A_-120-277V.IES	
	03	2600	2800	27	N/A	B1-U2-G1	B1-U2-G1		EPAS02_03D40_A_-120-277V.IES		EPAS02_03D30_A_-120-277V.IES	
	04	3600	3800	35	N/A	B1-U2-G1	B1-U2-G1		EPAS02_04D40_A_-120-277V.IES		EPAS02_04D30_A_-120-277V.IES	
D Asymmetric Type III Diffused Optical Lens	05	4500	4700	43	N/A	B1-U2-G2	B1-U2-G2	EPAS02_05D40_A_-120-277V.IES		EPAS02_05D30_A_-120-277V.IES		
	06	5500	5900	54	N/A	B1-U2-G2	B1-U3-G2	EPAS02_06D40_A_-120-277V.IES		EPAS02_06D30_A_-120-277V.IES		
	07	6500	6900	65		B1-U3-G2	B1-U3-G2	EPAS02_07D40_A_-120-277V.IES		EPAS02_07D30_A_-120-277V.IES		
	08	7300	7800	74		B1-U3-G2	B2-U3-G2	EPAS02_08D40_A_-120-277V.IES		EPAS02_08D30_A_-120-277V.IES		
	09	8350	8900	85		B2-U3-G2	B2-U3-G2	EPAS02_09D40_A_-120-277V.IES		EPAS02_09D30_A_-120-277V.IES		
	03	3100	3300	35	N/A	B2-U2-G1	B2-U2-G1	EPAS02_03C40_B_-120-277V.IES		EPAS02_03C30_B_-120-277V.IES		
	04	3900	4200	43	N/A	B2-U2-G1	B2-U2-G1	EPAS02_04C40_B_-120-277V.IES		EPAS02_04C30_B_-120-277V.IES		
	05	5000	5300	54	N/A	B2-U2-G1	B3-U2-G1	EPAS02_05C40_B_-120-277V.IES		EPAS02_05C30_B_-120-277V.IES		
	06	5700	6100	65		B3-U2-G1	B3-U2-G1	EPAS02_06C40_B_-120-277V.IES		EPAS02_06C30_B_-120-277V.IES		
C Symmetric Type V Diffused Optical Lens	07	6600	7000	74		B3-U2-G1	B3-U2-G1	EPAS02_07C40_B_-120-277V.IES		EPAS02_07C30_B_-120-277V.IES		
	08	7500	8000	85		B3-U2-G1	B3-U2-G2	EPAS02_08C40_B_-120-277V.IES		EPAS02_08C30_B_-120-277V.IES		
				Not Available				B, E or H Medallion C&R				
	03	3100	3300	35	N/A	B1-U2-G1	B1-U2-G1	EPAS02_03D40_B_-120-277V.IES		EPAS02_03D30_B_-120-277V.IES		
	04	3900	4200	43	N/A	B1-U2-G1	B1-U2-G1	EPAS02_04D40_B_-120-277V.IES		EPAS02_04D30_B_-120-277V.IES		
	05	5000	5300	54	N/A	B1-U2-G1	B1-U2-G2	EPAS02_05D40_B_-120-277V.IES		EPAS02_05D30_B_-120-277V.IES		
	06	5700	6100	65		B1-U2-G2	B1-U2-G2	EPAS02_06D40_B_-120-277V.IES		EPAS02_06D30_B_-120-277V.IES		
	07	6600	7000	74		B1-U2-G2	B1-U2-G2	EPAS02_07D40_B_-120-277V.IES		EPAS02_07D30_B_-120-277V.IES		
	08	7500	8000	85		B1-U2-G2	B1-U2-G2	EPAS02_08D40_B_-120-277V.IES		EPAS02_08D30_B_-120-277V.IES		
			Not Available									
C Symmetric Type V Diffused Optical Lens	03	3400	3600	43	N/A	B2-U2-G1	B2-U2-G1	C, F or J Scroll C&R	EPAS02_03C40_C_-120-277V.IES		EPAS02_03C30_C_-120-277V.IES	
	04	4300	4600	54	N/A	B2-U2-G1	B2-U2-G1		EPAS02_04C40_C_-120-277V.IES		EPAS02_04C30_C_-120-277V.IES	
	05	5000	5300	65		B2-U2-G1	B2-U2-G1		EPAS02_05C40_C_-120-277V.IES		EPAS02_05C30_C_-120-277V.IES	
	06	5700	6100	74		B3-U2-G1	B3-U2-G1		EPAS02_06C40_C_-120-277V.IES		EPAS02_06C30_C_-120-277V.IES	
	07	6500	6900	85		B3-U3-G1	B3-U3-G1		EPAS02_07C40_C_-120-277V.IES		EPAS02_07C30_C_-120-277V.IES	
				Not Available								
	03	3400	3600	43	N/A	B1-U2-G1	B1-U2-G1		EPAS02_03D40_C_-120-277V.IES		EPAS02_03D30_C_-120-277V.IES	
D Asymmetric Type III Diffused Optical Lens	04	4300	4600	54	N/A	B1-U2-G1	B1-U2-G1	EPAS02_04D40_C_-120-277V.IES		EPAS02_04D30_C_-120-277V.IES		
	05	5000	5300	65		B1-U2-G1	B1-U2-G1	EPAS02_05D40_C_-120-277V.IES		EPAS02_05D30_C_-120-277V.IES		
	06	5700	6100	74		B1-U2-G2	B1-U2-G1	EPAS02_06D40_C_-120-277V.IES		EPAS02_06D30_C_-120-277V.IES		
	07	6500	6900	85		B1-U3-G2	B1-U3-G2	EPAS02_07D40_C_-120-277V.IES		EPAS02_07D30_C_-120-277V.IES		
				Not Available								

*Grayed configurations not DLC™ listed

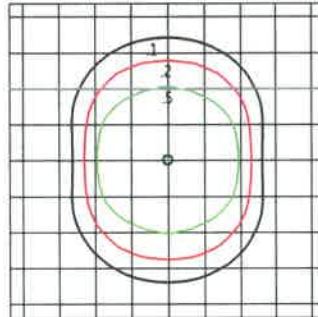
** IES File designations are shared for Top/Coge Codes as follows: A = A, D or G B = B, E or H C = C, F, or J

Photometrics

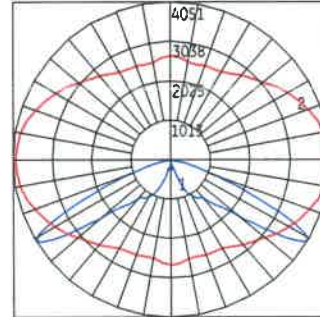
Avery Streetdreams® Post Top (EPAS)

EPAS02
Type V Symmetric – No Cage
(09A*40)

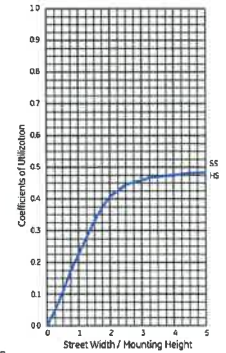
9,300 Lumens
4000K
EPAS02*09A*40*(A, D or G)**



Grid Distance in Units of Mounting Height at 16'
 Initial Footcandle Values at Grade

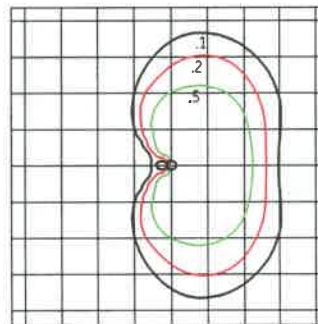


— Vertical Plane thru Horizontal Angle of Max. Cd at 0°
 — Horizontal Cone thru Vertical Angle of Max. Cd at 59°

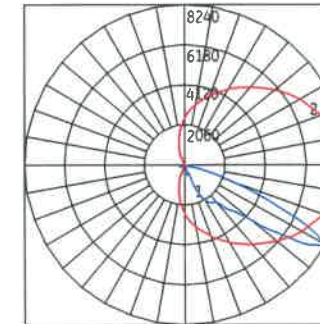


EPAS02
TYPE III ASYMMETRIC – NO CAGE
(09B*40)

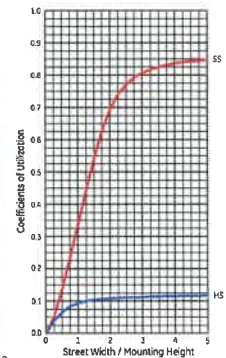
9,300 Lumens
4000K
EPAS02*09A*40*(A, D or G)**



Grid Distance in Units of Mounting Height at 16'
 Initial Footcandle Values at Grade

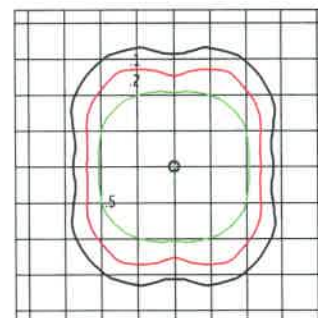


— Vertical Plane thru Horizontal Angle of Max. Cd at 0°
 — Horizontal Cone thru Vertical Angle of Max. Cd at 60°

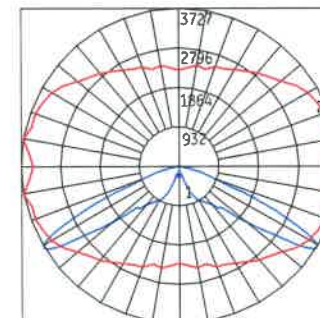


EPAS02
TYPE V SYMMETRIC – MEDALLION C&R
(08A*40)

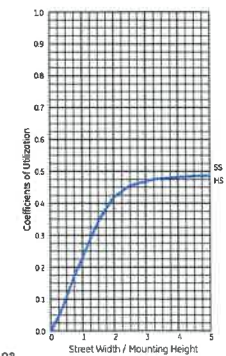
8,300 Lumens
4000K
EPAS02*08A*40*(B, E or H)**



Grid Distance in Units of Mounting Height at 16'
 Initial Footcandle Values at Grade



— Vertical Plane thru Horizontal Angle of Max. Cd at 10°
 — Horizontal Cone thru Vertical Angle of Max. Cd at 59°

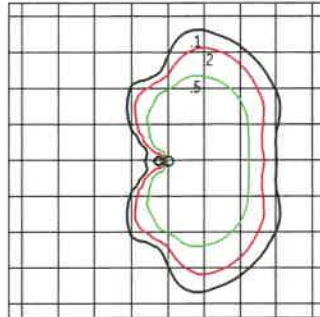


Photometrics

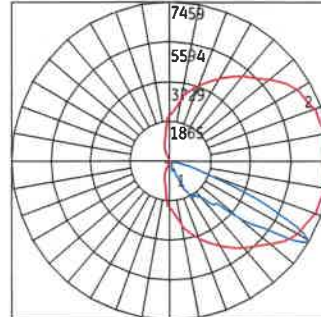
Avery Streetdreams® Post Top (EPAS)

**EPAS02
TYPE III ASYMMETRIC - MEDALLION C&R
(08B*40)**

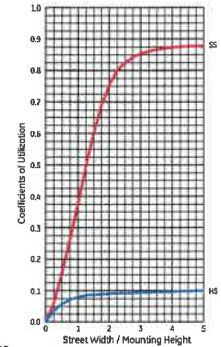
**8,300 Lumens
4000K
EPAS02*08B*40***(B, E or H)**



Grid Distance in Units of Mounting Height at 16'
Initial Footcandle Values at Grade

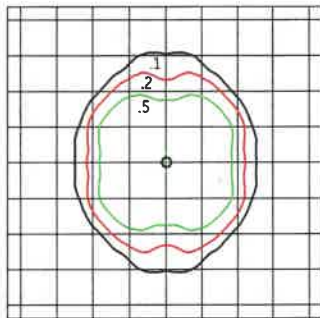


— Vertical Plane thru Horizontal Angle of Max. Cd at 10°
— Horizontal Cone thru Vertical Angle of Max. Cd at 59°

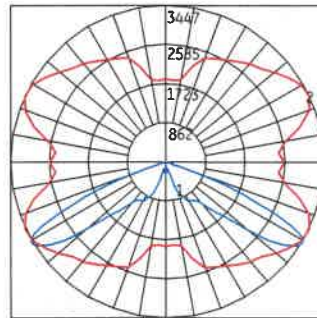


**EPAS02
TYPE V SYMMETRIC - SCROLL C&R
(07A*40)**

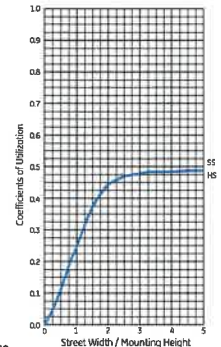
**7,000 Lumens
4000K
EPAS02*08A*40***(C, F or J)**



Grid Distance in Units of Mounting Height at 16'
Initial Footcandle Values at Grade

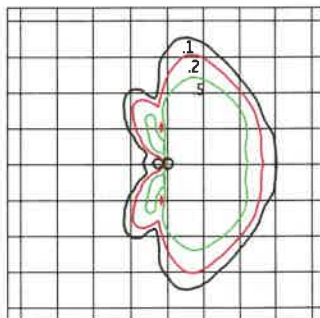


— Vertical Plane thru Horizontal Angle of Max. Cd at 25°
— Horizontal Cone thru Vertical Angle of Max. Cd at 59°

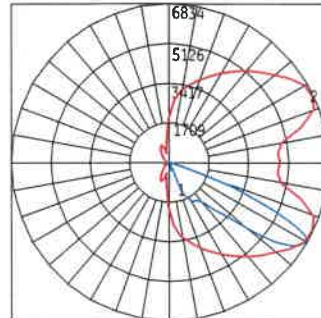


**EPAS02
TYPE III ASYMMETRIC - SCROLL C&R
(07B*40)**

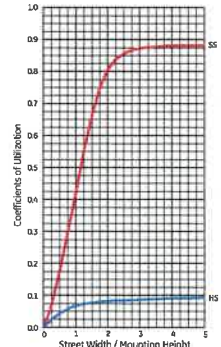
**7,000 Lumens
4000K
EPAS02*07B*40***(C, F or J)**



Grid Distance in Units of Mounting Height at 16'
Initial Footcandle Values at Grade

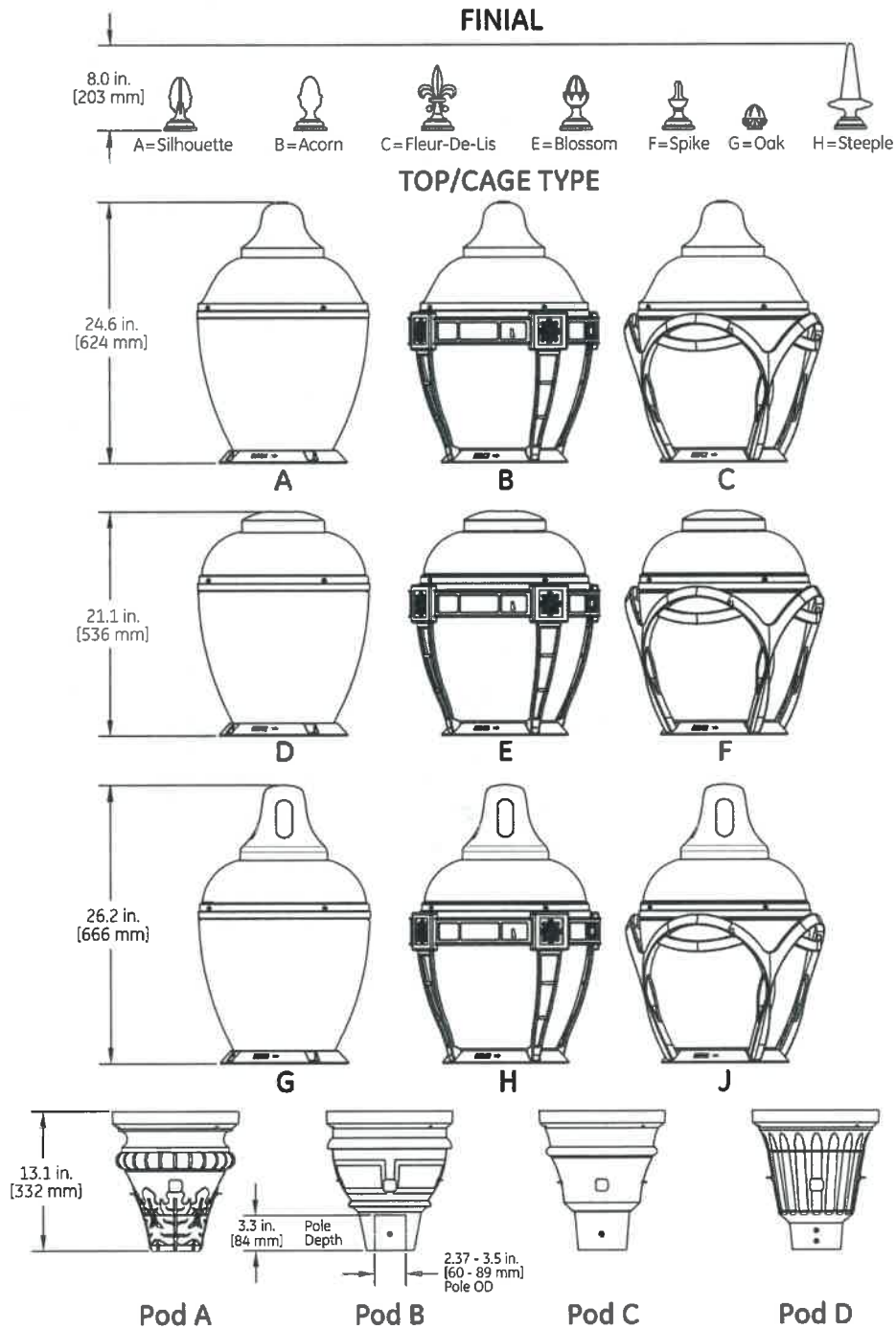


— Vertical Plane thru Horizontal Angle of Max. Cd at 25°
— Horizontal Cone thru Vertical Angle of Max. Cd at 60°



Product Dimensions

Avery Streetdreams® Post Top (EPAS)



- DATA**
- Approximate Net Weight: 43 lbs (19.5 kgs) – 54 lbs. (24.5 kgs)
 - Suggested Mounting Height: 8-16 ft max (2.5-5 m)
 - Effective Projected Area (EPA): 1.4 sq ft max (0.13 sq m)



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GE Evolve™

LED Flood & Spot Lighting

EFM1



current
powered by GE



GE Evolve™ LED Flood & Spot Lighting EFM1

The GE Evolve™ LED Medium Output Flood Light is our mid-lumen solution to efficiently illuminate building façade, flag poles, billboard signage and many more traditional flood applications. Designed to replace up to 250W HPS and 250-400W Metal Halide flood lights, the EFM1 provides significant operating cost benefits over the life of each fixture with reduced energy consumption and a long rated life that virtually eliminates ongoing maintenance expenses.



Features:

- 70 CRI at 3000K, 4000K and 5000K
- Up to L89@100K hrs per IES TM-21 (see LM chart on page 3)
- Distributions: 6x5, 6x6, 7x6, 7x7, Type III, 20° Spot
- 120-277 VAC and 347-480 VAC available
- DALI compatible
- Mounting options: Trunnion, Knuckle Slipfitter, & Knuckle Wall Mount
- UL/cUL listed, suitable for wet locations
- Complies with the material restrictions of RoHS

Applications:

- Building façade, flag poles, utility and industrial spaces, billboard signage, roadways, general site lighting, and many more traditional flood applications.

NOTE: The Type III distribution is ideal for building facade and billboard signage.



Compatible with **LightGrid™** Outdoor Wireless Control System

Also available in 20° Spot optical distribution as pictured here →



To learn more about **GE Evolve LED Flood Lighting**, go to: www.currentbyge.com

GE Evolve™

LED Flood & Spot Lighting

EFM1



Project name _____
 Date _____
 Type _____

Typical Specifications:

LED & Optical

- Evolve™ light engine consisting of reflective technology designed to optimize application efficiency.
- Impact resistant tempered flat glass protects the optics and minimizes dirt accumulation.
- **Efficacy:** Rated LPW 104-167 (See Table)
- LM-79 tests and reports in accordance with IESNA standards
- 70CRI at 3000K, 4000K, 5000K
- **Distributions:** 6x5, 6x6, 7x6, 7x7, Type III, 20° Spot

Electrical

- 120-277 VAC and 347-480 VAC available.
- System power factor is >90% and THD <20%.
- ANSI C136.41 7-pin dimming receptacle, standard.
- Photo electric sensors (PE) available for all voltages and ordered separately.
- Light Grid compatible
- **Dimming:**
 - 0-10V continuous dimming
 - DALI digital dimming (120-277V)
- Surge Protection per ANSI C136.2-2015.
 - 6kV/3kA Standard
 - 10kV/5kA Optional
 - 20kV/10kA Optional (contact manufacturer for availability)
- Daintree compatible Motion Sensor (K1, S1 Mount Option)

Ratings

- UL cUL listed, suitable for wet locations.
- IP66 otical enclosure per ANSI C136.25-2013
- Temperature Rated -40°C to +50°C
- Complies with the material restrictions of RoHS



DLC Premium qualified models available. Please refer to <http://www.designlights.org/QPL> for complete information.

Note: Optical code EE and FF are not DLC listed.

Construction & Finish

- **Housing:**
 - Die cast aluminum housing with slim design.
 - Integral heat sink and light engine, ensuring maximum heat transfer and prolonged LED life.
 - 3G vibration level per ANSI C136.31-2010.
- **Paint:** Corrosion resistant polyester powder painted, minimum 2.0 mil. thickness.
 - Standard Colors: Dark Bronze, Black, White & Gray
 - RAL & custom colors available
- **Weight:** 25 lbs. (11.34kg)

Lumen Maintenance EFM101

- Projected Lxx per IES TM-21 at 25°C for reference:

OPTICAL CODES	DISTRIBUTION	LUMEN@HOURS		
		25,000 HR	50,000 HR	100,000 HR
AA, BB, CC	T3 & S2	L93	L87	L75
AA, BB, CC, DD	65, 66, 76, & 77	L96	L93	L89
EE, FF	65, 66, 76, & 77	L94	L90	L82

Note: Projected Lxx based on LM80 (10,000 hour testing). DOE Lighting Facts Verification Testing Tolerances apply to initial luminous flux and lumen maintenance measurements.

Mounting

Option K

- K1=Knuckle Slipfitter for 1.9 in-2.3 in OD Tenon with wires exiting tenon.
- K2=Knuckle Slipfitter for 1.9 in-2.3 in OD Tenon, external 3ft #14/3 power cable

Option S

- S1 = Knuckle Slipfitter for 1.9 in - 3.0 in. OD Tenon with wires exiting tenon.
- S2 = Knuckle Slipfitter for 1.9 in - 3.0 in. OD Tenon, with external 3ft #14/3 power cable

Option V

- V1=Knuckle Wall Mount with wires exiting tenon.

Option T

- T1=Trunnion, with external 3ft #14/3 power cable.

Warranty

- **System Warranty:** 5 Year Standard

Accessories

- Top & Side Visor
- Vandal Shield
- Wire Guard
- Barn Door Assembly

GE Evolve™

LED Flood & Spot Lighting

EFM1



Project name _____
 Date _____
 Type _____

Ordering Number Logic

EFM1 01

PROD. ID	GEN	VOLTAGE	OPTIC CODE	DISTRIBUTION*	CRI	CCT	DIMMING	CONTROLS	MOUNTING	FINISH	OPTIONS
E = Evolve FM = Flood Medium 1 = Standard	01 = 1st Gen	0 = 120-277V* 1 = 120V 2 = 208V 3 = 240V 4 = 277V 5 = 480V D = 347V H = 347-480V* *Not available with fusing	AA = 5,000lm BB = 10,000lm CC = 15,000lm DD = 20,000lm EE = 24,000lm FF = 27,000lm	65 = NEMA 6x5 66 = NEMA 6x6 76 = NEMA 7x6 77 = NEMA 7x7 (80° Wide Flood) T3 = Type 3 Facade/Billboard* S2 = 20° Spot* *Not available with optical code DD, EE or FF	7 = 70 (min)	30 = 3000K 40 = 4000K 50 = 5000K	A = ANSI C1 36.41 7-Pin Receptacle** D = No Receptacle, with external dimming 18/2 3ft cable* N = No PE receptacle & non-dimmable P = ANSI 7-pin receptacle with external dimming 18/2 3ft cable** *Unrestricted aiming angle **All units with option A and P have Restricted Aiming Angle. See page 8.	A = No Control D = Shorting Cap* See below ordering logic for dimming PE and standard PE control options. Light Grid also available. Must order separately. * Can only be ordered with dimming option A or P	K1 = Knuckle Slipfitter for 1.9 in.-2.3 in. OD Tenon* S1 = Knuckle Slipfitter for 1.9 in.-3.0 in. OD Tenon* K2 = Knuckle Slipfitter for 1.9 in.-2.3 in. OD Tenon with external 3ft #14/3 power cable S2 = Knuckle Slipfitter for 1.9 in.-3.0 in. OD Tenon with external 3ft #14/3 power cable V1 = Knuckle Wall Mount* T1 = Trunnion with external 3ft #14/3 power cable. *Supplied with leads	GRAY = Gray BLACK = Black DKBZ = Dark Bronze WHITE = White	F = Fusing< H = Daintree enabled motion sensor# ^ L = Tool-Less Entry P = Pre-wired with 6 FT #14/3 cable* R = 10kV/5kA Enhanced Surge Protection T = 20kV/10kA Surge Protection?> U = DALI Dimming +# V = 3-Position Terminal Block XXX = Special Options * When Dimming option is selected without Dimming PE, a #14-5 cable will be supplied at length above + Compatible with LightGrid 2.0 nodes. # Not available in 347V-480V, optic code EE and FF ^ Only available in mount K1 or S1 < Dimming and Fusing not available with Optical Code AA for distributions "T3" and "S2" > Check manufacturer for availability NOTE: Options F, R, T, and V not available with optical code AA with voltage 347 - 480 and distributions 65, 66, 76, and 77.

OPTICAL CODE	DIST. CODE	OPTICAL CLASS	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	TYPICAL SYSTEM WAT TAGE	IES FILE NUMBER							
			4000K/3000K	5000K/5000K			120-277V	347-480V	3000K		4000K		5000K	
AA	77	7X7	4900	5000	30	32	EFM101_AA77730_-120-277V	EFM101_AA77730_-347-480V	EFM101_AA77740_-120-277V	EFM101_AA77740_-347-480V	EFM101_AA77750_-120-277V	EFM101_AA77750_-347-480V		
BB	77	7X7	9800	10000	64	64	EFM101_BB77730_IES		EFM101_BB77740_IES		EFM101_BB77750_IES			
CC	77	7X7	14700	15000	96	96	EFM101_CC77730_IES		EFM101_CC77740_IES		EFM101_CC77750_IES			
DD	77	7X7	20400	20900	146	146	EFM101_DD77730_IES		EFM101_DD77740_IES		EFM101_DD77750_IES			
EE	77	7X7	23400	24000	175	175	EFM101_EE77730_IES		EFM101_EE77740_IES		EFM101_EE77750_IES			
FF	77	7X7	26200	27000	196	196	EFM101_FF77730_IES		EFM101_FF77740_IES		EFM101_FF77750_IES			
AA	76	7X6	4700	4800	30	32	EFM101_AA76730_-120-277V	EFM101_AA76730_-347-480V	EFM101_AA76740_-120-277V	EFM101_AA76740_-347-480V	EFM101_AA76750_-120-277V	EFM101_AA76750_-347-480V		
BB	76	7X6	9500	9700	64	64	EFM101_BB76730_IES		EFM101_BB76740_IES		EFM101_BB76750_IES			
CC	76	7X6	14300	14600	96	96	EFM101_CC76730_IES		EFM101_CC76740_IES		EFM101_CC76750_IES			
DD	76	7X6	19900	20400	146	146	EFM101_DD76730_IES		EFM101_DD76740_IES		EFM101_DD76750_IES			
EE	76	7X6	23300	23900	175	175	EFM101_EE76730_IES		EFM101_EE76740_IES		EFM101_EE76750_IES			
FF	76	7X6	25600	26300	196	196	EFM101_FF76730_IES		EFM101_FF76740_IES		EFM101_FF76750_IES			
AA	66	6X6	4700	4800	30	32	EFM101_AA66730_-120-277V	EFM101_AA66730_-347-480V	EFM101_AA66740_-120-277V	EFM101_AA66740_-347-480V	EFM101_AA66750_-120-277V	EFM101_AA66750_-347-480V		
BB	66	6X6	9400	9600	64	64	EFM101_BB66730_IES		EFM101_BB66740_IES		EFM101_BB66750_IES			
CC	66	6X6	14200	14500	96	96	EFM101_CC66730_IES		EFM101_CC66740_IES		EFM101_CC66750_IES			
DD	66	6X6	19700	20200	146	146	EFM101_DD66730_IES		EFM101_DD66740_IES		EFM101_DD66750_IES			
EE	66	6X6	22900	23500	175	175	EFM101_EE66730_IES		EFM101_EE66740_IES		EFM101_EE66750_IES			
FF	66	6X6	25200	25900	196	196	EFM101_FF66730_IES		EFM101_FF66740_IES		EFM101_FF66750_IES			
AA	65	6X5	4400	4500	30	32	EFM101_AA65730_-120-277V	EFM101_AA65730_-347-480V	EFM101_AA65740_-120-277V	EFM101_AA65740_-347-480V	EFM101_AA65750_-120-277V	EFM101_AA65750_-347-480V		
BB	65	6X5	8900	9100	64	64	EFM101_BB65730_IES		EFM101_BB65740_IES		EFM101_BB65750_IES			
CC	65	6X5	13400	13700	96	96	EFM101_CC65730_IES		EFM101_CC65740_IES		EFM101_CC65750_IES			
DD	65	6X5	18700	19100	146	146	EFM101_DD65730_IES		EFM101_DD65740_IES		EFM101_DD65750_IES			
EE	65	6X5	21600	22200	175	175	EFM101_EE65730_IES		EFM101_EE65740_IES		EFM101_EE65750_IES			
FF	65	6X5	23800	24400	196	196	EFM101_FF65730_IES		EFM101_FF65740_IES		EFM101_FF65750_IES			
AA*	T3	Type 3	6400	6600	50	50	EFM101_AAT3730_IES		EFM101_AAT3740_IES		EFM101_AAT3750_IES			
BB	T3	Type 3	10200	10500	88	88	EFM101_BBT3730_IES		EFM101_BBT3740_IES		EFM101_BBT3750_IES			
CC	T3	Type 3	14700	15000	141	141	EFM101_CCT3730_IES		EFM101_CCT3740_IES		EFM101_CCT3750_IES			
AA*	S2	20° Spot	7100	7300	50	50	EFM101_AAS2730_IES		EFM101_AAS2740_IES		EFM101_AAS2750_IES			
BB	S2	20° Spot	11300	11600	88	88	EFM101_BBS2730_IES		EFM101_BBS2740_IES		EFM101_BBS2750_IES			
CC	S2	20° Spot	16300	16700	141	141	EFM101_CCS2730_IES		EFM101_CCS2740_IES		EFM101_CCS2750_IES			

*Dimming not available

GE Evolve™

LED Flood & Spot Lighting

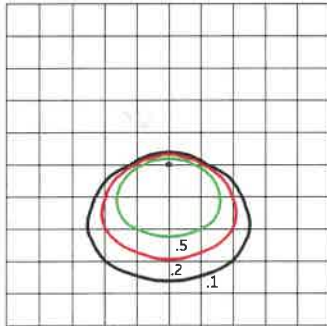
EFM1

Photometrics:

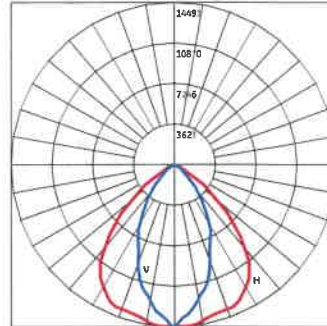
Evolve™ LED Flood Light (EFM1)

EFM1
NEMA 6x5

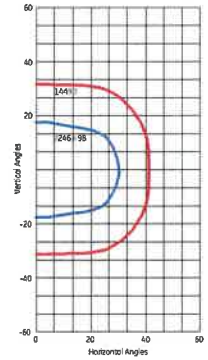
19,100 Lumens
4000K
EFM101_DD65740_-



Grid Distance in Units of Mounting Height at 35'
Tilt is 45°. Initial Footcandle Values at Grade

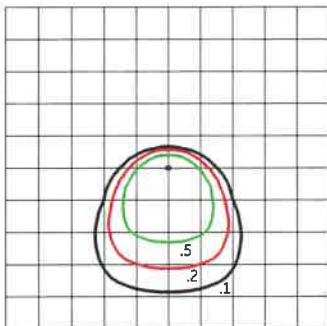


— Vertical angle of Max Cd. at -2.5°
— Horizontal angle of Max Cd. at 2.5°

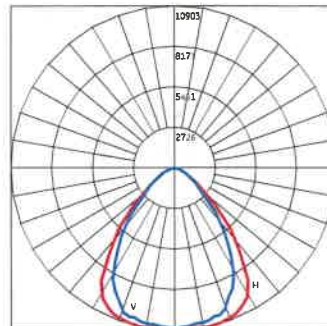


EFM1
NEMA 6x6

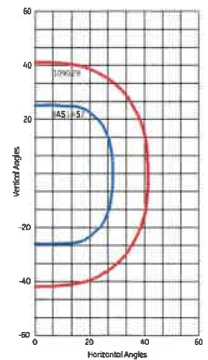
20,200 Lumens
4000K
EFM101_DD66740_-



Grid Distance in Units of Mounting Height at 35'
Tilt is 45°. Initial Footcandle Values at Grade

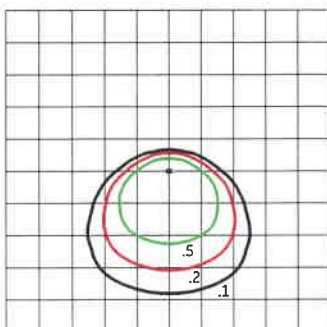


— Vertical angle of Max Cd. at -5°
— Horizontal angle of Max Cd. at 2.5°

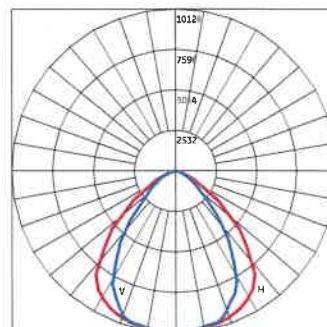


EFM1
NEMA 7x6

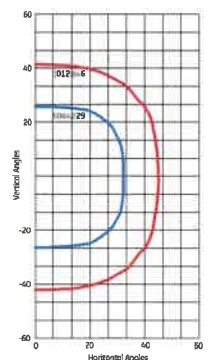
20,400 Lumens
4000K
EFM101_DD76740_-



Grid Distance in Units of Mounting Height at 35'
Tilt is 45°. Initial Footcandle Values at Grade



— Vertical angle of Max Cd. at -2.5°
— Horizontal angle of Max Cd. at 2.5°



GE Evolve™

LED Flood & Spot Lighting

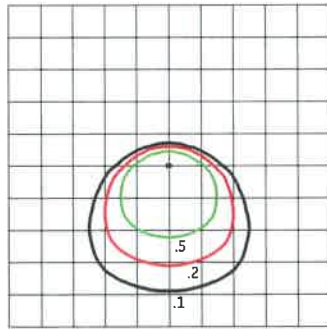
EFM1

Photometrics:

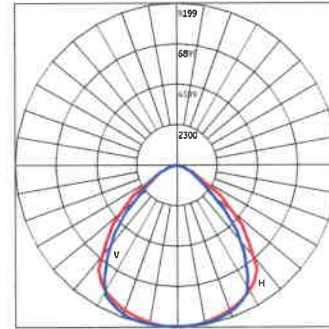
Evolve™ LED Flood Light (EFM1)

EFM1
NEMA 7x7

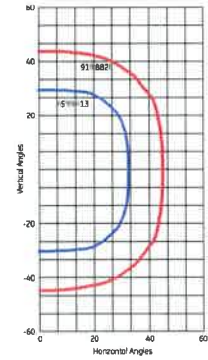
20,900 Lumens
4000K
EFM101_DD77740_-



Grid Distance in Units of Mounting Height at 35'
Tilt is 45°. Initial Footcandle Values at Grade

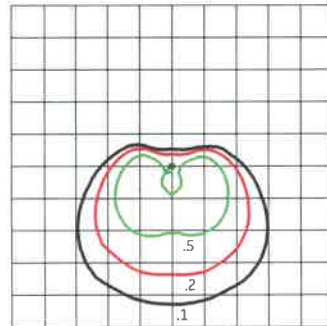


— Vertical angle of Max Cd. at -7.5°
— Horizontal angle of Max Cd. at 5°

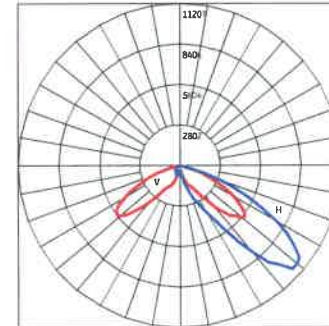


EFM1
TYPE III
FACADE/BILLBOARD

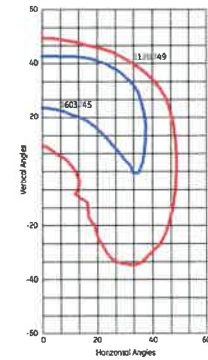
15,000 Lumens
4000K
EFM101_CCT3740_-



Grid Distance in Units of Mounting Height at 35'
Tilt is 25°. Initial Footcandle Values at Grade

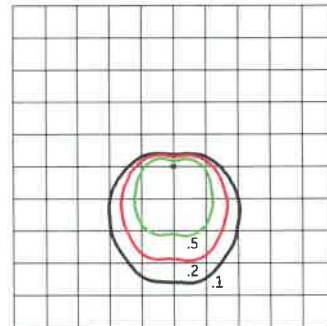


— Vertical angle of Max Cd. at 47.5°
— Horizontal angle of Max Cd. at 15°

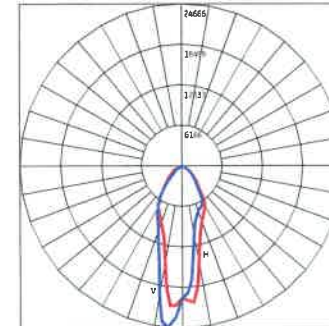


EFM1
20° SPOT

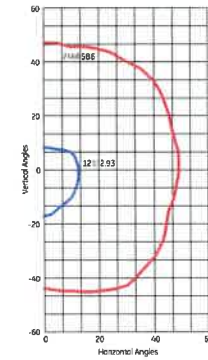
16,700 Lumens
4000K
EFM101_CCS2740_-



Grid Distance in Units of Mounting Height at 35'
Tilt is 45°. Initial Footcandle Values at Grade



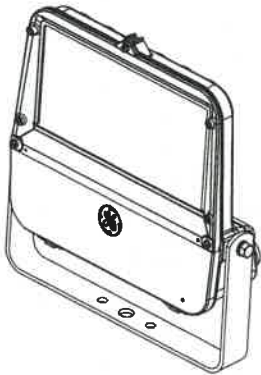
— Vertical angle of Max Cd. at -5°
— Horizontal angle of Max Cd. at 0°



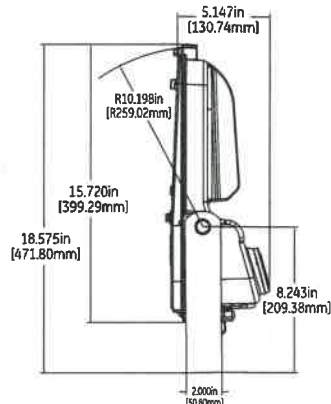
GE Evolve™ LED Flood & Spot Lighting EFM1

Product Dimensions: Evolve™ LED Flood Light (EFM1)

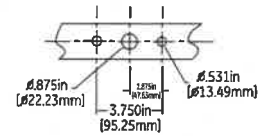
TRUNNION MOUNT



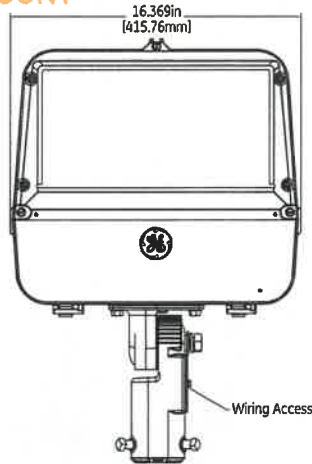
FRONT VIEW



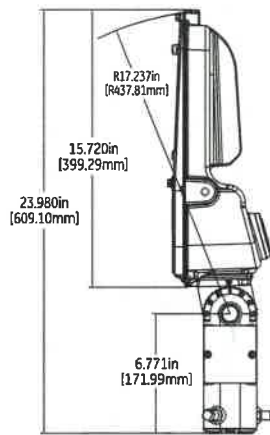
SIDE VIEW



KNUCKLE SLIPFITTER MOUNT



FRONT VIEW

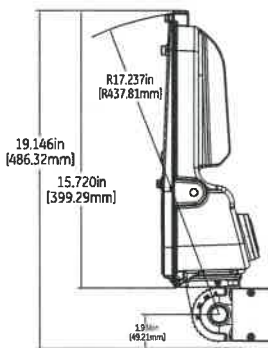


SIDE VIEW

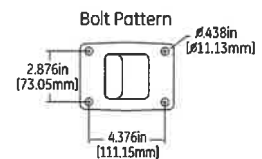
KNUCKLE WALL MOUNT



FRONT VIEW



SIDE VIEW



GE Evolve™

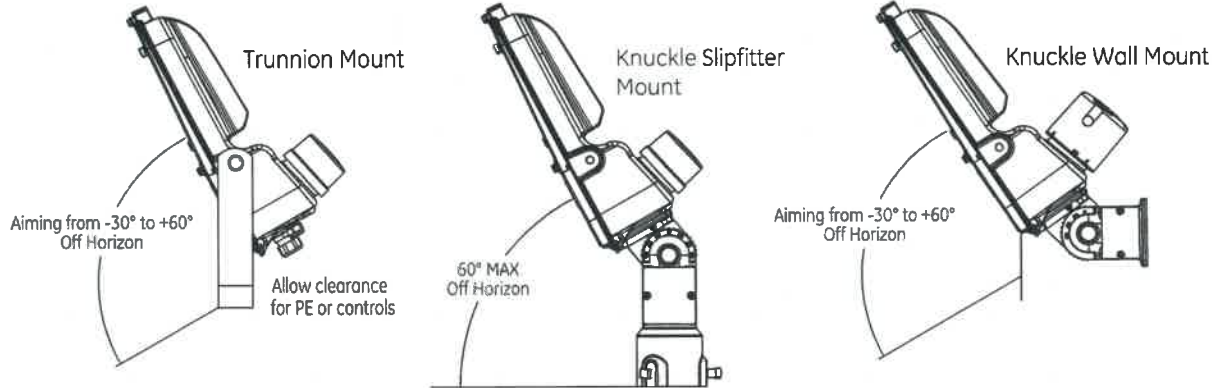
LED Flood & Spot Lighting

EFM1

Product Dimensions:

Evolve™ LED Flood Light (EFM1)

EFM1 - PE Aiming Restrictions



DATA

- Approximate Weight: 25 lbs. (11.34 kg)
- Effective Projected Area:
 - 0° aim (vertical glass) 1.96 sq. ft.
 - 45° aim 1.22 sq. ft.
 - Side profile (all aims) 0.73 sq. ft.
 - 90° (downward) aim 0.79 sq. ft.

EFM1 - Accessories



Top And Side Visor

Ordering Logic:
TSVGRAY-EFM
TSVBLCk-EFM
TSVDKBZ-EFM
TSVWHITE-EFM



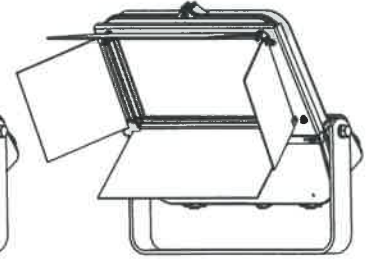
Vandal Shield

Ordering Logic:
VAN-EFM



Wire Guard

Ordering Logic:
WG-EFM



Barn Doors

Ordering Logic:
BDAGRAY-EFM
BDABLCk-EFM
BDADKBZ-EFM
BDAWHITE-EFM

GE Evolve™ LED Flood & Spot Lighting EFM1

Accessories

Evolve™ LED Flood Light (EFM1)

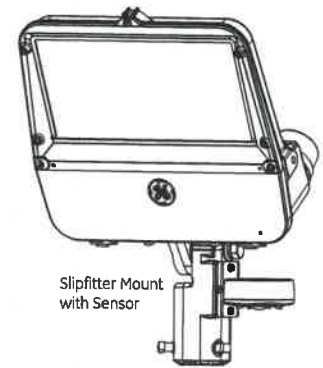
PE Accessories (to be ordered separately)

SAP Number	Part Number	Description
93029237	PED-MV-LED-7	ANSI C136.41 Dimming PE, 120-277V
93029238	PED-347-LED-7	ANSI C136.41 Dimming PE, 347V
93029239	PED-480-LED-7	ANSI C136.41 Dimming PE, 480V

SAP Number	Part Number	Description
28299	PECOTL	STANDARD 120-277V
28294	PECSTL	STANDARD 480V
80436	PECCTL	STANDARD 347V
73251	SCCL-PECTL	Shorting cap

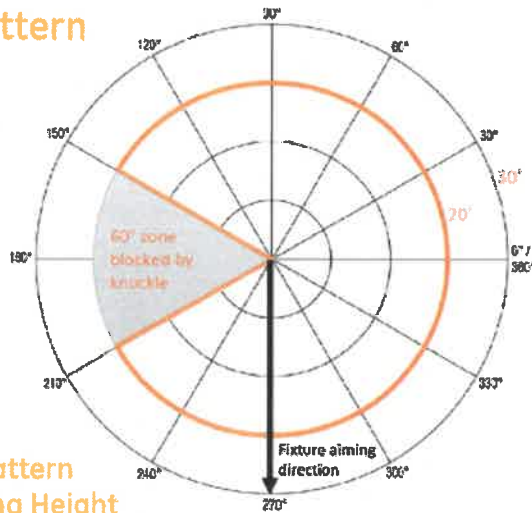
H-Motion Sensing Option

- Intended for applications, between 15-30 ft. mounting height. (4.57-9.14m). For mounting heights exceeding 30 ft., remote mounted sensors are recommended.
- Provides a coverage area radius for walking motion of 15-20 ft. (4.57-6.10m).
- Provides 300° of coverage (~60° is blocked by the knuckle).
- Standard factory settings:
 - 10% output when unoccupied, 100% output occupied.
 - Knuckle mounted PE Sensor.
 - 10 minute post-occupancy time delay, 5 minute dimming ramp-down.
- Fixture power increase of 1W expected with sensor use.



Note: Standard options may be reprogrammed in the field. Reprogramming instructions included in product shipment.

Sensor Pattern



Sensing Pattern
30 ft. Mounting Height

current
powered by GE

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APPENDIX “C”

CDBG REQUIREMENTS

CDBG REQUIREMENTS: This project is funded through the Community Development Block Grant (CDBG). As described in the “ACKNOWLEDGEMENT OF CDBG REQUIREMENTS”, the Contractor shall submit all applicable documents in this Appendix with their Bid Proposal. Failure to submit all of the required documents listed in Appendix “C” may result in a Non-Responsive Bid Proposal.

System for Award Management (SAM) Registration Requirement

Company Name: _____

DUNS Number: _____

Please note that as of October 26, 2018, all businesses must be registered in the System for Award Management (SAM) before submitting a bid for federal contracts. If your business is not registered with SAM please complete registration at federalcontractorregistry.com. In order to register in SAM, you must provide the following information during registration:

- DUNS Number
- Taxpayer Identification Number (TIN)
- Provide your bank's routing number and bank account number

Registration with SAM is **not optional**. If your business does not show as being active when your DUNS Number is checked in SAM during the review of your submitted bid, your bid will be considered **nonresponsive**.

**FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION
REQUIREMENTS**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

a. As used in these specifications:

- (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
- (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) Employer Identification Number, (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
 - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
 - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
 - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register; and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting date and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 6. **SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

Non-Segregated Facilities Certification

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

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

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

Notice of Equal Employment Opportunity

TO:

NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

ADDRESS

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

The Undersigned currently holds a contract with _____ involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

Past Performance Certification

PROJECT NAME _____ PROJECT NUMBER _____ NUMBER OF EMPLOYEES _____

COMPANY NAME _____

COMPANY ADDRESS _____

LICENSE NUMBER _____

EMPLOYER IDENTIFICATION NUMBER _____

DUNS NUMBER _____

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

AUTHORIZED OFFICIAL NAME _____

AUTHORIZED OFFICIAL TITLE/CAPACITY _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

NON-DISCRIMINATION CERTIFICATION

As suppliers of goods or services to the City of La Habra, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

NAME OF PERSON SIGNING _____

TITLE OF PERSON SIGNING _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____

FIRM NAME _____ PHONE _____

BUSINESS ADDRESS _____

TYPE OF FIRM:

(Check One and Provide Information)

- Individual Name of Owner _____
- Corporation State of Incorporation: _____
- Partnership Indicate General "G", Limited "L": _____
- Name of Partners: _____
- Joint Venture Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: _____

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number						
% of Assets Owned						

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage

I certify that the information provided herein is true and correct.

Federal EIN: _____

License Number: _____

DUNS Number: _____

SIGNATURE

DATE

**IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.
IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.**

PART 2

MBE AND WBE SUBCONTRACTS AWARDED

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____
 FIRM NAME _____ PHONE _____
 BID DATE _____ BID AMOUNT _____

Provide information on each subcontract or supply contract awarded to MBE/WBE firms. Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE: \$		%
WBE: \$		%

SIGNATURE _____ DATE _____

PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT

PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

Good Faith Effort Evaluation Criteria

**Initial here
if true and correct**

1. The Bidder/Firm is a bona-fide MBE or WBE firm; or, the Bidder/Firm subcontracted to MBE firm(s) and WBE firm(s). _____

2. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals. _____

3. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following:
Media where advertised: _____
Media contact information: _____
Date(s) of advertisement: _____
Attach copies of the advertisement(s) to this form and submit with bid.

4. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications. _____

Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.

5. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project. _____

Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.

6. Assistance was requested from organizations which identify potential MBE/WBE firms. _____

Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contacted, method contacted, and results.

Good Faith Effort Evaluation Criteria

**Initial here
If true and correct**

7. Potential MBE/WBE firms were contacted and negotiation was made in good faith. _____

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

8. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. _____

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

(NOTARY SEAL)

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ DATE of DOCUMENT _____
Signer(s) Other Than Named Above _____

Federal Lobbyist Certification

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, 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: Congressional District, if known _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply)	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>		
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: _____		Date: _____
Print Name: _____		Telephone No.: _____
Title: _____		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

**INSTRUCTIONS FOR COMPLETION OF SF-L11,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-111-Instructions Rev. 05-04-90«ENDIF»

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

Note: Signing this Proposal on the signature portion thereof shall also constitute the Contractor's agreement to comply with the stipulations identified herein this Compliance with Clean Air and Water Acts.

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

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

Section 3 Bid Package

<u>ITEM</u>	<u>PURPOSE</u>
Section 3 Clause:	<i>This is a Section 3 Covered housing rehabilitation, housing construction or other public construction project. The provisions of 24 CFR 135.38 apply to contracts and subcontracts of \$100,000 or more.</i>
Business Certification:	<i>Used to document the status of a bidder or subcontractor as a Section 3 Business or as a business that is making a written commitment to meet the Section 3 goals through hiring or subcontracting to other Section 3 Businesses.</i>
Economic Opportunity Plan:	<i>Used to document that a bidder is making a written commitment to meet the Section 3 goals through new hires or subcontracting to other Section 3 Businesses. Subcontracted Section 3 Businesses must be documented with the Business Certification as a Section 3 business at the time of bid.</i>
Outreach Efforts:	<i>The successful bidder will be required to post a listing of all job openings (construction and non-construction) at the site of construction, City Hall, local community based employment agencies, and any trade unions or worker's representative organizations to which the contractor is a signatory. Contractors may utilize the Notice of Section 3 Commitment form for this purpose.</i>
Resident Certifications:	<i>Used to document each individual claimed on a Business Certification form as a Section 3 Resident (owners or employees) and to document new hires.</i>
Economic Opportunity Report:	<i>Section 3 covered contractors are required to submit a Section 3 Economic Opportunity Report on July 1st and with their final Certified Payroll Report to document all Section 3 hiring activity and outreach efforts during the project.</i>

Required Section 3 contract clauses are identified on the following page.

Section 3 Clause
24 CFR Part 135

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall: describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 3 BID PREFERENCE may be given to a bidder who is a qualified *Section 3 Business Concern*; and provides a reasonable bid.

A *Section 3 Business* is a business where fifty-one percent (51%) of the business is owned by a resident of Los Angeles/Orange County that meets the income guidelines; or 30% or more of the permanent workforce are residents who live in Los Angeles/Orange County and meet the income guidelines.

A **Section 3 RESPONSIVE BIDDER** is a bidder that submits a *Section 3 Business Certification* form with their bid, documenting that they qualify as a *Section 3 business concern* because they are;

- a) 51% of the business is owned by a resident of Los Angeles County/Orange County who meet the income guidelines; or
- b) 30% or more of the permanent workforce is comprised of residents who live in Los Angeles/Orange County that meet income guidelines.

A **Section 3 NON-RESPONSIVE BIDDER** is a bidder that fails to provide a *Section 3 Business Certification* form and all signed *Resident Certification supporting forms* with a bid response,

A **Section 3 REASONABLE BID** is a bid that is not more than the value of "X" HIGHER than the LOWEST BID. The **X-FACTOR**; a standard formula used to determine the maximum dollar amount that can be added to the lowest bid when considering a bid preference for *Section 3* qualified business concern. Calculate the maximum acceptable bid or highest dollar amount that can be considered in awarding the contract to a *Section 3* qualified business concern by adding the lesser of the percentage (dollar amount of the lowest bid) or the dollar amount provided in the row for the bid range column (see chart below). The lowest bid can be increased by the calculated dollar amount resulting from this computation when you are applying the bid a preference.

BID RANGE -- At	the Lowest Bid is But Less	The X-FACTOR is the lesser	
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$80,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

NOTE: If the lowest bid of a qualified *Section 3 Responsive Bidder* is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to *Section 3* requirements, no preference should be given and the contract will be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with *California Public Contracting Code*.

When awarding a contract to the lowest and responsible the contractor must commit to documenting good-faith efforts to achieve *Section 3* goals of:

- Hiring 30% of aggregate new hires who reside in Los Angeles/Orange County and are income qualified,
- Subcontract 25% of the total subcontracting dollars to *Section 3* qualified business concerns

This commitment is accomplished by submitting a signed *Section 3 Commitment form* and with a detailed *Economic Opportunity Plan* attached to the commitment prior to signing a contract. The contractor will be required to provide the LCA with an *Economic Opportunity Report* with their final *Certified Payroll Report*.

Section 3 Business Certification Form

PROJECT NAME	PROJECT NUMBER	BID/CONTRACT AMOUNT	
BUSINESS NAME			
BUSINESS ADDRESS			
TELEPHONE NUMBER	LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

1. The above named business is a Section 3 Business Concern based on the following qualifications:

51-percent owned by Section 3 Residents

Number of Section 3 Resident Owners: ____ / Number of Owners: ____ = % ____

(Attach Resident Certifications for all Section 3 owners claimed)

At least 30-percent of permanent, full-time employees are Section 3 Residents

Number of Section 3 employees ____ / all full-time employees ____ = ____%

(Attach Resident Certifications for all Section 3 employees claimed)

2. The above named business is not a Section 3 business Concern, but commits to meeting the Section 3 goal on this project by:

Making a Written Commitment - (Submit Section 3 Economic Opportunity Plan)

The Section 3 Economic Opportunity Plan (attached) submitted by our company declares our intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern. On this project, our company will:

Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or subcontract 25-percent or more of the contract amount to Section 3 Businesses.

(Attach the Section 3 Economic Opportunity Plan, Business Certifications for all Section 3 subcontracts claimed, and collect Section 3 Resident Certifications throughout the duration of the project)

The undersigned declares that the above information is complete and correct.

OWNER/PRINCIPAL NAME	SIGNATURE	DATE
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Section 3 Economic Opportunity Plan

Must be submitted with Bid if Box 2 is checked on the Section 3 Business Certification

**NOTE: THIS SUBMITTAL MUST INCLUDE NUMERICAL GOALS IN ORDER TO BE RESPONSIVE TO SECTION 3.
PART I OR PART II MUST REFLECT NUMERICAL HIRING OR CONTRACTING GOALS.**

NAME AND ADDRESS OF CONTRACTOR	FEDERAL IDENTIFICATION: (CONTRACT NO.)	DOLLAR AMOUNT OF BID/AWARD:
	CONTACT PERSON	BID OPENING DATE
	PHONE	FAX

Part I: Employment and Training Commitment

Job Classification	Total New hires	Section 3 New hires	% New hires who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, etc.)

Name of section 3 business concern	Specify construction or non-construction contract	Contract Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		Total: \$
Percentage of the Prime Contract to be awarded to Section 3 Business Concerns:		%

Sample Outreach Efforts for Contractors Seeking to Hire Section 3 Residents

A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

- At the beginning of the project, and subsequently as positions become available, the Notice of Section 3 Commitment shall be submitted to and/or posted at the following locations:
 - At the site of construction; and
 - At any trade unions or worker's representatives organizations to which the contractor is a signatory.
- Submit a request for dispatch of apprentices to local apprenticeship committees.
- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as a local Workforce Investment Board.
- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training.
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com

2020-2021 RESIDENT CERTIFICATION
 (Section 3 of the Housing & Urban Development Act of 1968, as amended)

Name: _____

Address: _____

I hereby certify that I am:

A Public Housing resident (specify the Name of the Public Housing site):

A low-income resident of the metropolitan area of **Los Angeles County** based on the following

FAMILY SIZE

INCOME LIMITS

	Extremely Low	Very Low	Low	Moderate
<input type="checkbox"/> 1	\$ 23,700 or less <input type="checkbox"/>	\$ 39,450 or less <input type="checkbox"/>	\$ 63,100 or less <input type="checkbox"/>	\$ 64,900 or more <input type="checkbox"/>
<input type="checkbox"/> 2	\$23,701-\$27,050 <input type="checkbox"/>	\$39,451-\$45,050 <input type="checkbox"/>	\$ 63,101-\$72,100 <input type="checkbox"/>	\$ 74,200 or more <input type="checkbox"/>
<input type="checkbox"/> 3	\$27,751-\$30,450 <input type="checkbox"/>	\$45,051-\$50,700 <input type="checkbox"/>	\$ 72,101-\$81,100 <input type="checkbox"/>	\$ 83,500 or more <input type="checkbox"/>
<input type="checkbox"/> 4	\$30,451-\$33,800 <input type="checkbox"/>	\$50,701-\$56,300 <input type="checkbox"/>	\$ 81,101-\$90,100 <input type="checkbox"/>	\$ 92,750 or more <input type="checkbox"/>
<input type="checkbox"/> 5	\$33,801-\$36,550 <input type="checkbox"/>	\$56,301-\$60,850 <input type="checkbox"/>	\$ 90,101-\$97,350 <input type="checkbox"/>	\$100,150 or more <input type="checkbox"/>
<input type="checkbox"/> 6	\$36,351-\$39,250 <input type="checkbox"/>	\$60,851-\$65,850 <input type="checkbox"/>	\$ 97,351-\$104,550 <input type="checkbox"/>	\$107,600 or more <input type="checkbox"/>
<input type="checkbox"/> 7	\$39,251-\$41,950 <input type="checkbox"/>	\$65,851-\$69,850 <input type="checkbox"/>	\$104,551-\$111,750 <input type="checkbox"/>	\$115,000 or more <input type="checkbox"/>
<input type="checkbox"/> 8	\$41,951-\$44,650 <input type="checkbox"/>	\$69,851-\$74,350 <input type="checkbox"/>	\$111,751-\$118,950 <input type="checkbox"/>	\$122,450 or more <input type="checkbox"/>

Not a public housing or low-income resident of the metropolitan area of Los Angeles County

Print Name

Signature

Date

THIS SECTION MUST BE COMPLETED BY THE EMPLOYER

The above person is; a permanent full-time new-hire, who was hired on: _____

Business Name

Print Name of Owner/Agent

Signature of Owner/Agent

Date

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

Name of LCA

Project Name

Project Number

Income Level: Extremely Low Very Low Low Moderate

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

Targeted Service Area (provide Census Tract: _____ and Block Group) _____

Youth Build Program McKinney Homeless Program Other qualified program: _____

Print Name of Section 3 Coordinator

Signature

Date

Notice of Section 3 Commitment
Submit with Bid, Post at Jobsite, Forward to Labor Unions

TO: _____
(NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.)

(ADDRESS)

NAME OF BUSINESS/CONTRACTOR

PROJECT NAME PROJECT NUMBER

The undersigned currently holds a contract with _____ involving federal housing and community development assistance from the U.S. Department of Housing and Urban Development, or has a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding current employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given to the assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____.

For additional information, please contact:

_____ at (_____) _____
CONTACT PERSON'S NAME TITLE PHONE

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

PRINT NAME

SIGNATURE

DATE

TITLE

Section 3 Economic Opportunity Report

If a Section 3 Economic Opportunity Plan was submitted with the Bid, or upon request, Submit with Final Certified Payroll Report or on July 1st, whichever occurs first.

CONTRACTOR NAME AND ADDRESS	PROJECT NUMBER:	DOLLAR AMOUNT OF CONTRACT:
	CONTRACTOR CONTACT PERSON:	PHONE (INCLUDE AREA CODE):
	DATE REPORT SUBMITTED:	DATE(S) COVERED:
	CONTRACTOR'S LICENSE NUMBER AND CLASS:	FEDERAL EIN:

Part I: Employment/Training of Section 3 Residents (Minimum Goal: 30% of New Hires)

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
TOTALS:			%	%	

Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Number of Subcontracts awarded:	Number of Section 3 Businesses Contracted:	
Name of Qualified Business Concern	Construction or Non-construction Contract	Amount
		\$
		\$
		\$
		\$
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:		\$
Dollar Amount of All Subcontracts:		\$
Percentage of the total dollar amount awarded to qualified Business Concerns:		%

Part III: Summary of the efforts that were made to generate economic opportunities

- Trained and/or Employed ____ low-income individuals equal to ____ (%) of the aggregate new hires. (Attach Resident Certifications)
- Awarded a Subcontract to ____ qualified Business Concerns equal to ____ (%) of the contract amount. (Attach Business Certifications)
- Attempted to recruit low-income individuals through:
 - Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
 - Signs prominently displayed at the project site
 - Contacts with community organizations
 - Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)
- Participated in a HUD program or other program which promotes the training or employment of low-income individuals
- Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns
- Contacted agencies administering HUD Youth-Build programs. (Attach list)
- Maintained a file of eligible qualified low-income Residents and qualified Business Concerns for future employment.

OTHER: (Describe and attach supporting documentation)

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 8), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program: (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(1) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/ese/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(i)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor, or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 86). 40 USC 3701 et seq.

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/01/2010)

<p>1. FROM (name and address of requesting agency)</p>	<p>2. PROJECT NAME AND NUMBER</p>
<p>4. BRIEF DESCRIPTION OF PROJECT</p>	<p>3. LOCATION OF PROJECT (City, County and State)</p>
<p>8. WAGE DECISION NO. (include modification number, if any)</p> <p><input type="checkbox"/> COPY ATTACHED</p>	<p>6. CHARACTER OF CONSTRUCTION</p> <p> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway </p> <p>7. WAGE DECISION EFFECTIVE DATE</p>

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	

Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fall to meet all criteria as explained in agency referral. DOL decision requested.

<p>Agency Representative (Typed name and signature)</p> <p style="text-align: right;">Date</p> <p style="text-align: center;">Phone Number</p>	<p>FOR HUD USE ONLY</p> <p>LR2000:</p> <p>Log in:</p> <p>Log out:</p>
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FEDERAL WAGE DECISION

FEDERAL WAGE RATES

Federal Wage Rates are physically incorporated in the contract advertising package and are also available online at the following website:

<https://beta.sam.gov/>

Applicable wage rates can be accessed by searching the wage determination:

Selection Criteria noted below:

State: California
County: Orange
Construction Type: Highway

Hit Enter

Applicable Federal Wage Rates shall also be accessed by the Contractor within 10 days before bid opening to check for any revisions and shall be acknowledged as part of the bid submittal. The final contract documents signed by the City and the Contractor will physically include the Federal Wage Rates, or Federal Wage Rates as revised within 10 days prior to bid opening or by addendums, if any such addendums have been issued.

"General Decision Number: CA20210024 08/06/2021

Superseded General Decision Number: CA20200024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021
3	02/12/2021
4	03/05/2021
5	06/25/2021
6	07/23/2021

7 07/30/2021
 8 08/06/2021

* ASBE0005-002 07/05/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

 ASBE0005-004 07/01/2019

	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)....	\$ 20.63	12.17

 * BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

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

 BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

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.

CARP0409-005 07/01/2015

Rates	Fringes
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Drywall

DRYWALL INSTALLER/LATHER.....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0011-002 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 41.52	3%+14.33
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 03/01/2021

	Rates	Fringes
CABLE SPLICER.....	\$ 51.90	22.30
ELECTRICIAN.....	\$ 49.62	22.23

* ELEC0441-003 12/28/2020

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

	Rates	Fringes
Communications System		
Installer.....	\$ 39.07	15.38
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

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

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

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

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

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

*Fire Alarm Systems

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

 ELEC0441-004 08/31/2020

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 48.51	21.91
Electrician.....	\$ 47.91	21.89
Technician.....	\$ 35.93	21.53

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.
 Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.
 Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if

needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and 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.

ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

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

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20

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

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite

work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool

and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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

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

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

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

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

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

GROUP 9: Crane operator (over 25 tons and up to and including

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to

Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

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

 IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing		

and Structural.....\$ 41.00 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 03/01/2021

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

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

LAB00345-001 07/01/2021

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

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a

Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2020

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer,

temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump

person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

* LABO0652-003 07/01/2021

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

* LABO1184-001 07/01/2021

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation

(sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

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

LAB01414-001 08/05/2020

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

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

PAIN0036-001 07/01/2020

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

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

PAIN0036-008 10/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.18	20.92

PAIN0036-015 01/01/2020

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

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

PAIN1247-002 01/01/2021

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

* PLAS0200-009 08/04/2021

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

PLAS0500-002 07/01/2020

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

PLUM0016-001 09/01/2020

	Rates	Fringes
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PLUMBER/PIPEFITTER

Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....\$ 50.70 23.73

Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 38.73 22.06

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.....	\$ 52.28	24.71
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 PLUM0345-001 09/01/2020

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 35.30	24.10
Sewer & Storm Drain Work....	\$ 39.39	21.48

 ROOF0036-002 09/15/2020

	Rates	Fringes
ROOFER.....	\$ 40.77	18.22

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.

 SFCA0669-008 01/01/2021

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

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

 SFCA0709-003 01/01/2021

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

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

 SHEE0105-003 07/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and

Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 50.23	29.60
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 48.28	29.46

TEAM0011-002 07/01/2020		

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

WORK ON ALL MILITARY BASES:
 PREMIUM PAY: \$3.00 per hour additional.
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at 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"