

**CITY OF MISSION VIEJO
CALIFORNIA**

**CITY HALL SECOND FLOOR
LED LIGHTING INSTALLATION**

OCTOBER 2024

PREPARED BY:

**CITY OF MISSION VIEJO
200 CIVIC CENTER
MISSION VIEJO, CALIFORNIA 92691
(949) 470-3095**

DO NOT COPY

**CITY OF MISSION VIEJO
PLANS, SPECIFICATIONS AND
CONTRACT DOCUMENTS**

FOR

**CITY HALL SECOND FLOOR
LED LIGHTING INSTALLATION**

APPROVED BY:



JERRILL HILL
Director of Public Services

Dated: 10-01-24

CITY OF MISSION VIEJO

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CITY OF MISSION VIEJO

NOTICE INVITING BIDS

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **City of Mission Viejo**, as “AGENCY,” for furnishing all materials, equipment, tools, labor and incidentals as required for the above-stated project in strict accordance with the specifications and drawings available at the office of the City Clerk of the **City of Mission Viejo**.

Bids will be received in the City Clerk’s Counter, City Hall 2nd Floor, 200 Civic Center, City of Mission Viejo, until the hour of **11:00 AM on Wednesday, November 13th, 2024** 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, “**CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION**”. If submitting your bid via carrier service, please contact the City Clerk Department at 949-470-3052 to confirm receipt of your bid no later than one hour before bid opening.

The Work to be constructed under the Contract is located in the **City of Mission Viejo**. The Work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated Contract. The general items of Work to be done hereunder consist of:

The task is to remove the existing, 2’x2’ fluorescent light fixtures, 190 fixtures in total. This includes 35 emergency lighting fixtures and replace with Lithonia Lighting model ENVX 3500 Lumen 80CRI 277V fixtures and all associated controls as outlined in the following specifications contained in SP1-SP28.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality in the bidding; and to take all bids under advisement for a period of 90 days. Bids will be compared on the basis of the Engineer’s estimate of the quantities of the several items of Work as shown on the Base Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the work as bid.

At the time of Contract award to a bidder, the bidder shall possess a current California Contractors License, Class C-10.

- **A MANDATORY pre-bid meeting will be held on Wednesday, November 6th, 2024 at 11:00 AM at City Hall, 200 Civic Center, Mission Viejo, CA 92691.**

This project involves Federal funding. As such, the Contractor will be required to comply with all Federal Requirements contained herein, including Disadvantaged Business Enterprise (DBE) utilization and Underutilized Disadvantaged Business Enterprise (UDBE) utilization, and complete all associated paperwork. See

Appendices D, E, and F.

Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections §§1715.5, 1725.5, 1771.1, 1771.1a, 1771.4(a)(1), 1774, 1775, 1776, 1777.5, 1813 and 1815. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The City of Mission Viejo hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business and Underutilized Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Complete sets of said Contract Documents may be purchased at a cost of \$40.00 (Forty Dollars) per set and are obtainable from the **City of Mission Viejo**, 200 Civic Center, Engineering Counter, Mission Viejo, California 92691, 949-470-3040 or via email at dwalsh@cityofmissionviejo.org. No refund will be made of any charges for sets of Contract Documents. Plans and specifications can be mailed for an additional \$10.00 (Ten Dollars) per set. For additional information, contact the Facilities Manager, Danny Walsh, at 562-343-0332.

Dated this 2nd day of October, 2024.

/s/

Kim Schmitt
City Clerk

City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

CITY OF MISSION VIEJO
INSTRUCTIONS TO BIDDERS

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

1. PROPOSAL FORMS, AND REVIEW OF PLANS AND SPECIFICATION

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The Proposal must include all pages of the Proposal form with all of the required information, including but not limited to the Bidder's Information, Proposal Bid Sheet, List of Subcontractors, Bidder's Statement of Past Contract Disqualification, Non-Collusion Affidavit, Bid Bond, Iran Contracting Act Certification (if required), and Sufficient Funds Declaration. The AGENCY will not consider any proposal not meeting these requirements.

In addition, the AGENCY shall not accept any bid or enter into any contract without proof of the Bidder's current registration to perform public work under Labor Code Section 1725.5; and the Bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

Each bidder must review the plans and specifications in its capacity as a contractor prior to submitting its bid, and any errors must be reported to the AGENCY.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a Contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. PROPOSED SCHEDULE

October 24, 2024	Advertise in the newspaper
October 25, 2024	Advertise in trade journals and on the Internet
November 6, 2024	*MANDATORY* pre-bid meeting at 11:00 am at City Hall, 200 Civic Center, Mission Viejo, 92691
November 13, 2024	Bid opening at 11:00 am, City Clerk's Counter, City Hall 2 nd Floor, 200 Civic Center, Mission Viejo, 92691
December 10, 2024	Award of contract consideration
Late-December, 2024	Construction begins (20 Working Days)

This schedule is proposed. Should the "Construction begins" date slip, the contract days take precedence

Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

4. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the Proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in the Proposal; that the Proposal is made without connection to any other individual, firm, or corporation making a bid for the same Work; and that the Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the Proposal.

5. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of Work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheets are supplied to give an indication of the general scope of Work, but the accuracy of figures is not guaranteed and the bidder shall make its estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

6. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the Proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Bids." Late Proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION.**"

7. WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Bids." The withdrawal of a Proposal will not prejudice the right of the Bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless withdrawal is allowed under law.

8. IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a Proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations or erasures. Notwithstanding the foregoing, the City may waive such if allowed by law, and if, in the City's discretion, it deems that waiver is in the City's best interest and that such

interlineations, alterations or erasures do not substantially alter the written response or create an unfair advantage to such bidders. Alternative Proposals will not be considered unless specifically requested. No oral, telegraphic or telephonic Proposal, modification or withdrawal will be considered.

9. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

10. DISQUALIFICATION OF BIDDERS

In the event that any bidder on the Contract submits a proposal on another contract on the same work of improvement, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

The Contract will not be awarded or executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

11. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed Contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said AGENCY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

12. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall become a part of the Contract Documents and shall be returned with them. Before submitting its bid, each bidder shall inform itself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the AGENCY.

13. LEGAL RESPONSIBILITIES

All Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a Proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the most responsible Bidder as determined solely by the City, pursuant to the City's Plans, Specifications and Contract Documents and in the best interests of the City pursuant to law. At the time of contract award, the successful bidder shall hold the contractor's license(s) required in Notice Inviting Bids. Additionally, the AGENCY reserves the right to reject any or all Proposals, to accept any bid to waive any irregularities allowed by law, and to take the bids under advisement for the period of time stated in the "Notice Inviting Bids," all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof, unless permitted by law. However, the AGENCY will return all proposal guarantees within ten (10) days after the award of the Contract or rejection of the bids, as the case may be, to the respective bidders whose Proposals they accompanied.

15. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the Contract from the State Director of the Department of Industrial Relations (DIR). It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the Work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workmen concerned.

This project is subject to compliance registration, monitoring, and enforcement by the DIR. (See, among others, Labor Code §§1715.5, 1725.5, 1771.1 and 1771.4.)

The AGENCY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the AGENCY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

16. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1867 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City along with the other required Contract Documents prior to performing any Work. Reimbursement for this requirement shall be considered as included in the various items of Work.

17. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering the Contract to supply goods, services, or materials, the Contractor and its subcontractors offer and agree to assign to the AGENCY all rights and interests and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or the subcontracts. This assignment shall be made and become effective at the time the AGENCY tenders final payment to the Contractor, without further acknowledgment by the parties.

18. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their Proposal the name, location of place of business, license number, and the portion of the Work of each subcontractor who will perform Work or labor or render services in or about the construction of the Work or improvement, and each subcontractor who specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, but only if (a) for a Contract for construction of streets or highways, including bridges, the dollar amount of the subcontractor's work is in excess of \$10,000 or ½ of 1% of the total bid in the Proposal, whichever

is greater; or (b) for all other Contracts, the dollar amount of the subcontractor's work is in excess of ½ of 1% of the total bid in the Proposal. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for Work satisfactorily Completed, even if the other Contract Work is not Completed and has not been accepted by the Agency. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

19. INSURANCE

Prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense policies of insurance of the type and amounts described below and in a form satisfactory to City. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

General Liability Insurance. Contractor shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work to be performed for this Project with coverage at least as broad as ISO form No. CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, and a four million dollar (\$4,000,000.00) completed operations aggregate. The policy shall be endorsed to reflect that per occurrence and aggregate coverage shall apply on a per PROJECT basis, coverage available shall not be eroded by other claims on other projects. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Coverage provided by Contractor shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or equivalent form(s). Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed for this Project, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation/Employers' Liability. Contractor acknowledges awareness of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of work performed for this Project. Contractor shall maintain workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Contractor shall similarly require all subcontractors to waive subrogation.

Umbrella or Excess Liability Insurance. (If required to meet higher limits) Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Other Insurance Provisions:

Proof of Insurance. Contractor shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of Work. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Requirements not Limiting. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work for this project by Contractor, their agents, representatives, employees, or subcontractors/subconsultants. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of five (5) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to these specifications/for this Project shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

City and shall require similar written express waivers and insurance clauses from each of its subcontractors/ subconsultants.

Additional Insured Status. The general liability, automobile liability, and umbrella/excess liability policies shall provide, or be endorsed to provide that the City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and Completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Separation of Insureds. A severability of interests provision must apply to all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying City immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance for this Project, and that involve or may involve coverage under any of the required liability policies.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required herein. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before Work commences. Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Subcontractors

Contractor agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the City, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements herein. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor herein given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to City for review.

20. ARBITRATION

Optional Arbitration, Applicable Law

In lieu of litigation of a dispute, the Contractor and City may agree to submit the dispute to binding arbitration so long as agreed by the parties in writing and approved in writing by the Board as an amendment to the Contract Documents. Except as provided below or as may be agreed upon by the parties in writing, (a) any such arbitration shall be governed by Code of Civil Procedure §§1280 et seq., and (b) the arbitration award must be supported by law and substantial evidence, and that the award may be vacated if not so supported, per Code of Civil Procedure Section 1296. Should any provision in this "Arbitration" section be found to be unenforceable, then such provision shall be severed and the parties agree that the remaining provisions shall be binding and enforceable as

if adopted absent the unenforceable provision. Should the parties wish to modify any provision in this "Arbitration" section, the parties may do so.

Selection of Arbitrator

If the parties agree to binding arbitration, upon notification of a party's election to proceed with arbitration under this section, the parties shall have thirty (30) days to jointly select an arbitrator. In the event that the parties are unable to reach an agreement as to the selection of an arbitrator, an arbitrator will be selected from the American Arbitration Association's panel of construction arbitrators. There shall be no limit on the number of arbitrators that a party can designate with respect to the American Arbitration Association's list of arbitrators.

Amount in Controversy/Discovery

If the parties agree to arbitration, the following would apply:

1. If the amount in controversy is less than \$50,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of one deposition (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
2. If the amount in controversy is equal to or greater than \$50,000 but less than \$150,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of no more than three depositions (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
3. If the amount in controversy is equal to or greater than \$150,000, then all discovery rules contained in the California Civil Discovery Act, Code of Civil Procedure Section 2016, et seq., shall apply to the arbitration, but each party will only be allowed to propound no more than fifty (50) special interrogatories, and no requests for admissions shall be permitted.

The above deposition limits shall not be applicable to expert depositions. Experts shall be designated and deposed in accordance with Code of Civil Procedure §2034.

Procedure/Evidence

If the parties agree to arbitration, the following would apply:

1. General and specific rules of trial procedure and evidence as set forth in the California Code of Civil Procedure and the California Evidence Code, respectfully, shall apply except that the arbitrator may admit any relevant evidence which he believes should be afforded consideration.
2. Motions for summary judgment and/or summary adjudication of issues shall be permitted only if the amount in controversy is equal to or greater than \$50,000. Motions for summary judgment and/or summary adjudication of issues shall be heard in accordance with the Federal

Rules of Civil Procedure, Rule 56. The arbitrator shall also have the authority to decide specific legal and/or factual issues by way of a motion for summary judgment and/or summary adjudication of issues regardless of whether or not such resolve a cause of action.

3. Demurrers and motions for judgment on the pleadings shall not be allowed. The arbitrator shall review the pleadings and, in the arbitrator's sole, discretion a dismissal and/or amendment of a pleading can be ordered.
4. The arbitrator shall conduct a pre-arbitration conference for purposes of coordinating the arbitration. At the pre-arbitration conference, all of the following issues shall be addressed: procedural matters, exchange of exhibits, witness lists, motions in limine, arbitration briefs, and the potential for narrowing issues and/or factual disputes by stipulation or by bifurcating the arbitration. The arbitrator can bifurcate specific factual and/or legal issues in addition to causes of action.
5. The arbitrator will close the arbitration hearing after presentation of the evidence and receipt of final briefs, which must be submitted within twenty (20) days from the final presentation of evidence. The time limit within which the award must be filed begins with the closing of the hearing.
6. The arbitrator may for good cause reopen the hearing through request of either party, at any time, before the award is made and/or legal issues in addition to causes of action.
7. The arbitrator's award must be mailed promptly to the parties, but no later than thirty (30) days after the closing of the hearing. The award will be based upon the evidence introduced at the hearing, including all logical and reasonable inferences made therefrom. Pursuant to Code of Civil Procedure Section 1296, the arbitration award must be supported by law and substantial evidence, or else it may be vacated. The arbitrator may grant any remedy that is just and equitable.

Joinder

No arbitration in which the parties elect to participate that arises out of or relates to the contract documents shall include by consolidation, joinder, or any other manner any other person or entity who is not a party to the contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
3. the written consent of the other person or entity sought to be included and of City and Contractor has been obtained for such inclusion, which consent shall make specific reference to this section; but no such consent shall constitute consent to arbitration of any dispute not

specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Costs and Fees

Prior to a decision being rendered in any arbitration, the parties shall split the arbitrator's fees and be responsible for the prompt payment thereof.

Conclusiveness of Judgment

Any arbitration award will be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law or based upon the arbitrator's interpretation of the facts presented. The only reasons for challenging an arbitrator's award are those set forth in the Code of Civil Procedure, Section 1286.2(a), (b), (c) and/or (f), and Section 1296 (failure to base the award on applicable law and substantial evidence). If any party other than the City seeks to challenge the arbitrator's award pursuant to these Code of Civil Procedure sections, such party must post a bond in the amount of 150% of the arbitrator's award (including the award of costs and fees).

Duration

From the time any arbitration proceedings are initiated, such proceedings must be completed within six (6) months, unless (1) the amount in controversy equals or exceeds \$150,000, the arbitration must be completed within one year or (2) the arbitrator extends the completion period for good cause or based upon the stipulation of the parties. Arbitration proceedings shall be deemed initiated upon the appointment of the arbitrator.

21. HOURS FOR PERFORMANCE

Working hours for the construction project will be **7:00 a.m. to 5:00 p.m. on any Working Day**. Contractor is to take into special consideration that the nature of the Work is located in The City Hall. As such, all work will not disrupt or conflict with public activities.

CITY OF MISSION VIEJO

PROPOSAL

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

TO CITY OF MISSION VIEJO, as AGENCY:

In accordance with AGENCY's "Notice Inviting Bids", the undersigned bidder ("BIDDER") hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated Contract as set forth in the Plans, Specifications, and Contract Documents therefor, and to perform all Work in the manner and time prescribed therein.

BIDDER declares that this proposal, including the bid sheets, the subcontractor list, the non-collusion declaration, the Iran Contracting Act declaration, and a sufficient funds declaration ("Proposal") is based upon careful examination of the Work site, Plans, Specifications, Notice Inviting Bids, Instructions to Bidders, and other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into the Contract with AGENCY at the unit and/or lump sum prices set forth in this Proposal. BIDDER understands that failure to enter into the Contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire Work, that any estimated quantities set forth in the Proposal are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily Completed. It is agreed that any unit and/or lump sum prices in the Proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this Proposal; that this Proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this Proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone: () _____

E-mail _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Department of Industrial Relations (DIR) Registration Number _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this Proposal are as follows:

LIST OF SUBCONTRACTORS

All Contractors (and sub-contractors) must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts before bid/proposal submission. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

BIDDER proposes to subcontract certain portions of the work, as follows *[NOTE: There is no need to require listing of suppliers under Public Contract Code §4104. If suppliers are listed, it makes compliance with the 50% rule (Greenbook, §2-3.2) difficult to ascertain.]*

Name of Subcontractor	Contractor's License #	DIR PWCR#	Address/Phone # of Office, Mill or Shop	Percent of Total Contract	Bid Items (List % of Bid Item if Portion Only)

If more space is needed to list subcontractors, please copy this page and fill out.

REFERENCES

The following are the project names, addresses, contact persons, and phone numbers for all public agencies for which BIDDER has performed similar work within the past two years:

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

**CITY OF MISSION VIEJO
PUBLIC SERVICES DEPARTMENT**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or Completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes No

2. If yes, explain the circumstances:

Signature of Bidder

PROPOSAL

IN WITNESS WHEREOF, Bidder executes and submits this Proposal with the names, titles, hands and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this _ day of _____, 20__.

NOTARY PUBLIC _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By _____

Title: _____

CITY OF MISSION VIEJO

NON-COLLUSION AFFIDAVIT

(To be executed by bidder and submitted with its bid)

STATE OF CALIFORNIA)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ *[insert title]* of _____ *[insert bidder name]*, the party making the foregoing bid that the 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, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____, California.

Signed _____

Print Name

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Signature of Notary Public

(SEAL)

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(10% of the Proposed Amount)

Bond # _____

CITY OF MISSION VIEJO

BID BOND

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

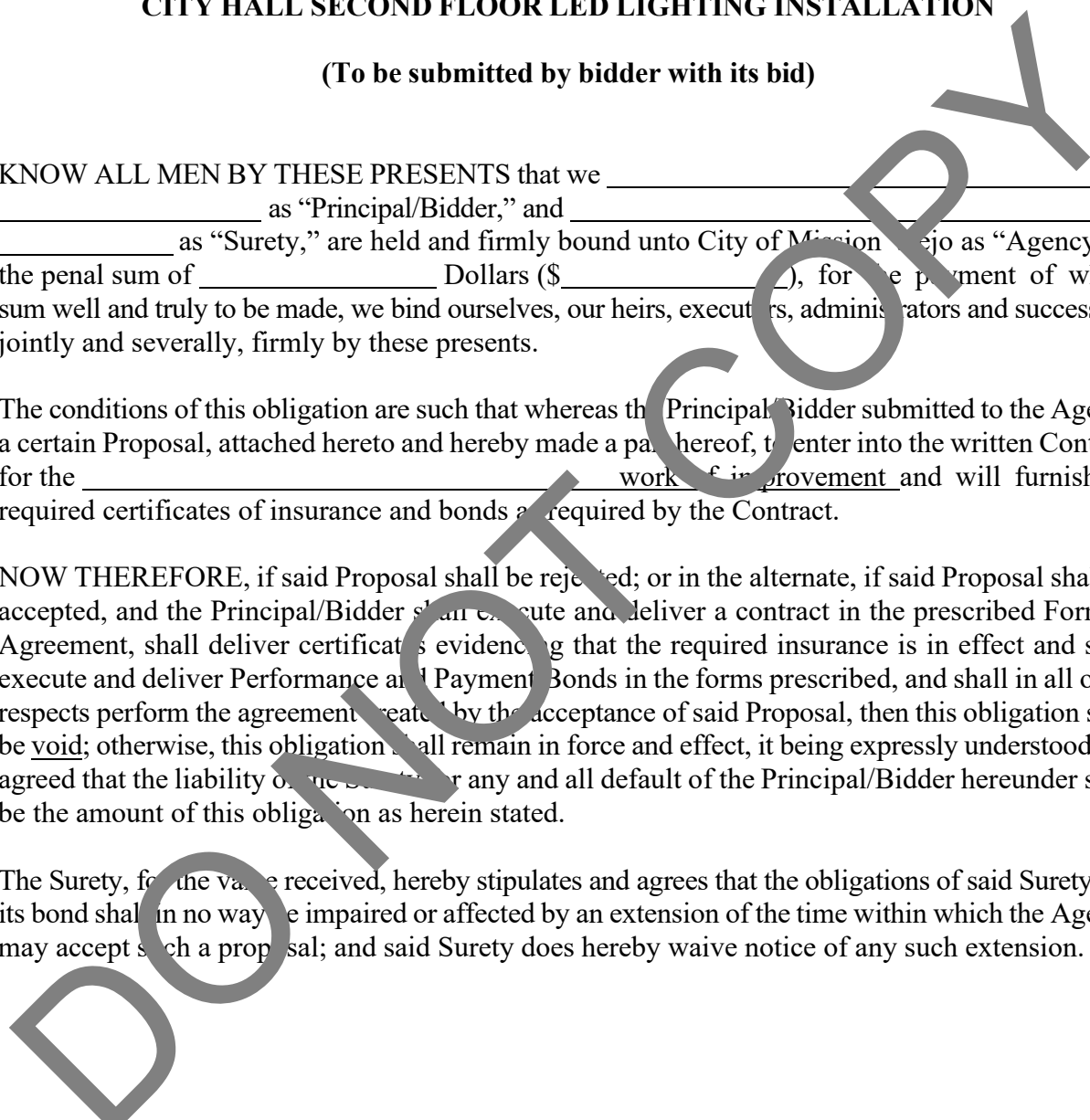
(To be submitted by bidder with its bid)

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as "Principal/Bidder," and _____
_____ as "Surety," are held and firmly bound unto City of Mission Viejo as "Agency" in
the penal sum of _____ Dollars (\$ _____), for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal/Bidder submitted to the Agency
a certain Proposal, attached hereto and hereby made a part hereof, to enter into the written Contract
for the _____ work of improvement and will furnish all
required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be
accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of
Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall
execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other
respects perform the agreement created by the acceptance of said Proposal, then this obligation shall
be void; otherwise, this obligation shall remain in force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all default of the Principal/Bidder hereunder shall
be the amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall in no way be impaired or affected by an extension of the time within which the Agency
may accept such a proposal; and said Surety does hereby waive notice of any such extension.



BID BOND (Page Two)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal/Bidder) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

William P. Curley III
City Attorney
City of Mission Viejo

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of notary officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DO NOT COPY

CITY OF MISSION VIEJO

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a))

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

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Notification to All Contractors and Grantees (EO Paragraph #3)

[DATE], 20_

[Name Here] [Title Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia’s Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

[Name]
[Title]

CITY OF MISSION VIEJO

**SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

(To be executed by bidder and submitted with its bid)

Owner: City of Mission Viejo

Contract: CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

I, _____, declare that I am the _____ *[insert title]* of _____ *[the entity]*, the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[the entity]* to comply with all local, state or federal labor laws or regulations during performance of the Contract, including payment of prevailing wage, and that _____ *[the entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ *[city]*, _____ *[state]*.

Date: _____
Signature _____
Print Name: _____
Print Title: _____

BIDDER: _____

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

The undersigned hereby proposes and agrees to furnish any and all labor and services for the **City of Mission Viejo City Hall Second Floor LED Lighting Installation** in accordance with Specifications on file at the office of the City Clerk, City of Mission Viejo.

The following estimate of quantities of Work to be done and materials to be furnished are approximate only. It is given as a basis for comparison of bids and the City does not expressly or by implication agree that the actual amount of Work will correspond therewith. The City reserves the right to increase or decrease the amount of Work, or to omit portions of the Work that may be deemed necessary or expedient by the City. Changes in quantities and/or locations of work shall not by themselves constitute changes in the character or scope of work.

[Fill in the following table with appropriate bid items. Make sure that all aspects of the Work are included in the listed bid items, including general conditions and any miscellaneous obligations of the Contractor.]

DO NOT COPY

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET
AND BID ALTERNATES**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

Item No.	BASE BID ITEM A Description	Unit	Quantity	Unit Price	Total Price
1.	Remove all existing fixtures per specifications and install the Lithonia Lighting ENVEX nLight system and LED fixtures on the second floor of the City Hall building to match the first floor lighting devices. Price shall include all labor, equipment, parts, materials, and incidentals necessary to perform the required service. (see specifications).	EA	1	\$	\$
TOTAL BASE BID FOR THE CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION.					\$
BASE BID ITEM NO. A-1					

Award of bid shall be based on the experience of the contractor and the lowest responsible price reflected by the total cost of items.

BASE BID SUMMARY	
Total Base Bid for Item A-1 (City Hall Second Floor LED Lighting Installation)	\$

DO NOT FILL IN – FOR CITY USE ONLY	
Total Base Bid for Item A-1	\$
	\$

Total Base Bid Amount in Numbers: \$ _____

Total Base Bid Amount in Words: _____ Dollars

Note: Base Bid Item A-1 of the Proposal Bid Sheet and Base Bid Summary Sheet must be filled out completely or Proposal shall be rejected.

The City will determine the low bidder in the manner set forth in the Notice Inviting Bids. Contractor agrees that his bid, or any bid item, will not be invalidated by such determination. In case of a variation between the unit price and the totals shown by Bidder, the unit price will be considered to be the bid.

The Contractor shall complete this Proposal Bid Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The estimated quantities and itemized descriptions listed in the Proposal Bid Sheets are supplied to give an indication of the general size of the work. Unit prices are intended to be the basis additions, deletions or substitutions to the work, if required. The accuracy of the estimated quantities is not guaranteed. The Bidder shall make his own estimate from information included in the contract documents and from field inspections. **The Work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or Complete all Work contemplated per the plans and specifications. Any Work required per the plans and specifications for which there is no specific bid item shall be considered as included in the various bid items of Work (unless listed by bidder under miscellaneous elements) and no additional compensation will be allowed therefor.** The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work that may be deemed necessary or expedient by the City.

NOTE: The City places special emphasis on the presence of the Contractor's representative at all times while Work is being performed. A representative from the prime Contractor shall be present at all times. The Contractor must include this cost in its bid. Failure to have the prime Contractor's representative present in accordance with Section 7-6 of the Standard Specifications shall result in the deduction of \$1,000 per day from progress payments to the Contractor. The unit quantities listed in the Proposal Bid Sheet are approximate only. Upon Completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Proposal Bid Sheet, the Contract Unit Prices will prevail subject to the provisions of Subsection 3-2.2.1 (unless otherwise specified). Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes

rejected material not unloaded from vehicles, material rejected after is has been placed and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the amount of ten percent (10%) of the total amount bid.

Bidder's Name _____

Telephone No. _____

DO NOT COPY

It is understood and agreed that:

1. The undersigned has carefully examined all contract documents which will form a part of the Contract; including, the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Information Required of Bidders, the Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Specifications including Conditions of the Contract and Technical Provisions.
2. The undersigned has, investigated the site of the work and otherwise, and is satisfied as to the nature and location of the work and is fully informed 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 work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of Mission Viejo will be in no way responsible for any errors or omissions in the preparation of the proposal.
4. The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of this Contract if it is awarded to the undersigned.

The undersigned will begin work after Notice of Award has been given as herein specified and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified. The undersigned will execute the Agreement and furnish the required statutory bonds and Certificates of Insurance within the period of time specified in the Instructions to Bidders.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive, or made in the interest or in behalf of a 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 any advantage over any other bidder.
6. The undersigned irrevocably accepts award and enter into a Contract for all work scheduled herein on which the undersigned submitted a bid. The awards for such work are to be entirely at the discretion of the City of Mission Viejo after evaluation of the bids was submitted.

The undersigned agrees that the City of Mission Viejo shall recover or retain as liquidated damages all amounts equal to the ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations, in the event the undersigned fails to execute a contract and furnish the required bonds and insurance therefor within the time provided.

7. Submission of a bid will be deemed a binding offer to enter into the attached contract on the terms contained therein for 45 days from the bid opening.

Signature of Bidder: _____

Name (typed): _____

Telephone No.: _____

Respectfully submitted,

Contractor's Business Name

By

Business Address

Title

City, State, Zip

Business Phone Number

Date

Bidder shall signify receipt of all Addendums here, if any.

Addendum No.

Date Received

Bidder's Signature

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
2	Business name/disregarded entity name, if different from above.
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)
4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payer code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.
5	Address (number, street, and apt. or suite no.). See instructions.
6	City, state, and ZIP code
7	List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations, section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to non-U.S. persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution), list first, and then circle, the name of the person or entity whose number is entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicants. Enter your individual name as it was entered on your Form W-7 application, line 1. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this information to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid to a federal executive agency.

Exemption from FATCA reporting rules. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part 3 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLA accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and EIN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The owner of the account or, if co-owned, the individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(B))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person in a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 6106, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

DO NOT COPY



City of Mission Viejo

200 Civic Center
Mission Viejo, CA 92691
Phone (949) 470-3059
purchasing@cityofmissionviejo.org

Vendor Approval Application

Please type or print in black ink. All vendor information must be complete and application must be signed. A signed Form W-9 must accompany this application.

Name of City Employee requesting this information: Danny Walsh

Business Information:

*Company Name

*Address

*Suite

*City

*State

*Zip

*Contact Name/Title

*E-mail

*Phone ()

*Website

Accts Receivable Contact Name

E-Mail

*Remit Address

*State

*Zip

Accts Receivable Phone

Where is your DBA registered?

Year Established

Incorporated: Year

State

PRODUCT/SERVICES PROVIDED

Standard Terms:

Net 30

2% 10 Net 30

Other

Current California License or Certifications(s) (Examples: Contractor, Instructors, Health Dept, Architectural, Sports/Fitness, etc.):

Type

Number

Type

Number

Type

Number

DIR Registration (if applicable)

Number

Company Ownership:

Sole Proprietorship

Partnership

Corporation

Other (please indicate)

*Information is subject to disclosure under the Public Record Act

Principal Ownership or Corporate Officers:

Name	Title
Name	Title
Name	Title

References:

Please list three companies with whom you are currently doing business

Company Name	Phone ()
Address	Suite
City	State Zip
Company Name	Phone ()
Address	Suite
City	State Zip
Company Name	Phone ()
Address	Suite
City	State Zip

Do you have a relationship with any existing City of Mission Viejo employee, Commissioner, Council member or Board member? YES NO If yes, please describe relationship below:

Certification:

Under penalty of perjury, I certify that all information provided on this application is true and correct.

Signature of Company Officer	Title
Please Print Name	Date

**CITY OF MISSION VIEJO
CONTRACT AGREEMENT**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____ day of _____, 20__, BY AND BETWEEN THE CITY OF MISSION VIEJO, as City and _____ as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions in accordance with the Standard Specifications for Public Works Construction, Faithful Performance Bond, Labor and Material Bond, and all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively all the foregoing shall be referenced as the "Contract Documents"). All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

Article III

CONTRACTOR agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Article IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

The total amount of this contract shall not exceed _____ Dollars (\$ _____). CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed \$50,000. Any additional work in excess of this amount shall be approved by the City Council.

Article V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

Article VI

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers, officials, consultants, employees, agents, and volunteers from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

Article VII

CONTRACTOR affirms that the signatures, titles, and seals set forth herein in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

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

CONTRACTOR

CITY OF MISSION VIEJO

Name _____
Title _____ Date _____

Elaine Lister
City Manager _____ Date _____

ATTEST:

Name _____
Title _____ Date _____

Kimberly Schmitt
City Clerk _____ Date _____

APPROVED AS TO FORM:

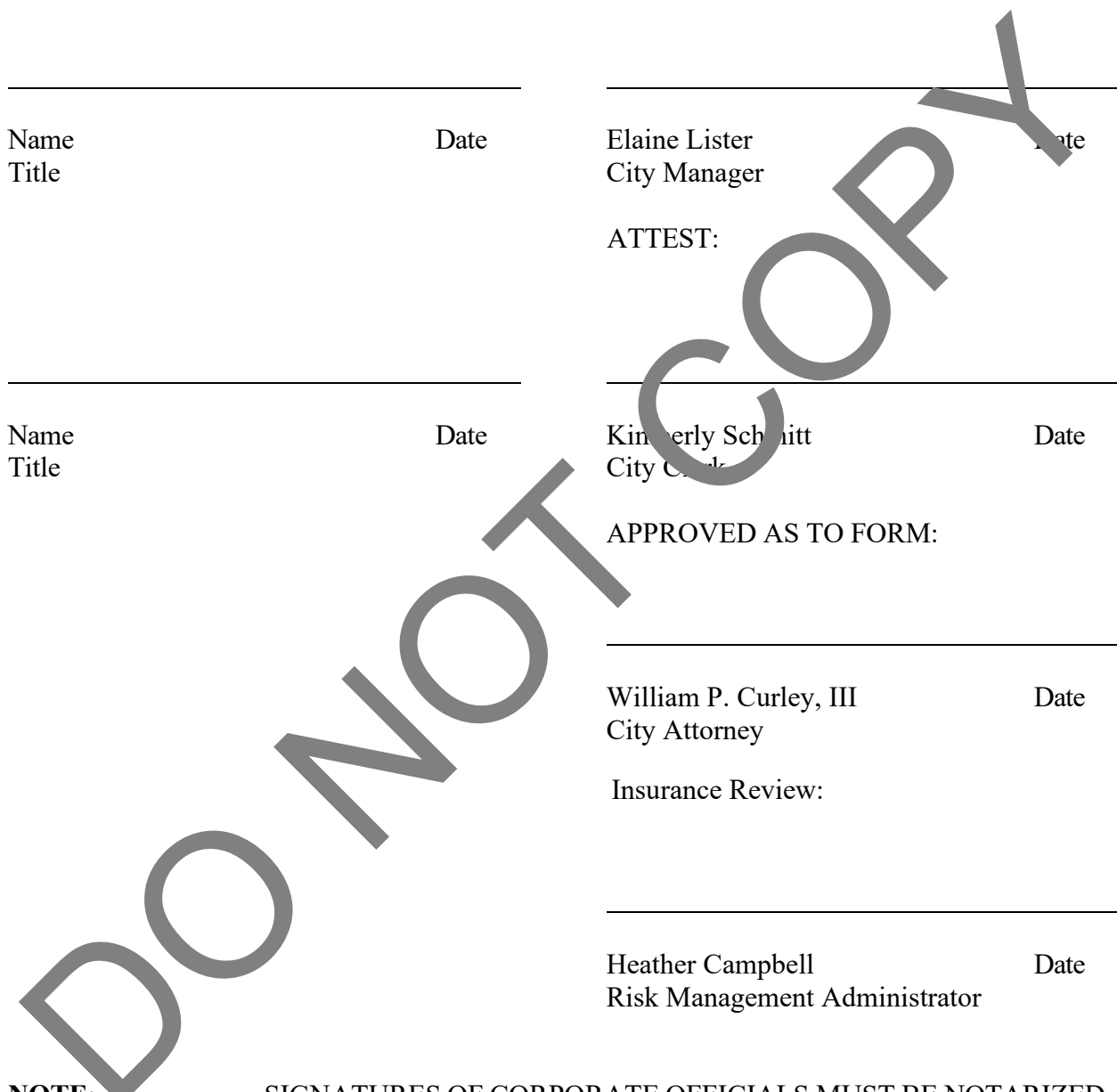
William P. Curley, III
City Attorney _____ Date _____

Insurance Review:

Heather Campbell
Risk Management Administrator _____ Date _____

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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Premium \$ _____
Premium will be based on final contract amount.

Bond No.: _____

**CITY OF MISSION VIEJO
FAITHFUL PERFORMANCE BOND**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

THAT, WHEREAS, the City of Mission Viejo, State of California, entered into a contract dated _____, 20____, hereinafter called "Contract," with _____ (name and address of contractor), hereinafter called "Principal," for the work described as follows:

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

and

WHEREAS, the said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which 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 said Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and in any alteration thereof made as therein provided, on its part to be kept and performed, at the time and in the intent and meaning, and shall indemnify, and save and hold harmless the City of Mission Viejo, its officers, officials, employees, agents, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the City of Mission Viejo in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

(Seal)

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Premium \$ _____
Premium will be based on final contract amount.

William P. Curley, III
City Attorney, City of Mission Viejo

DO NOT COPY

**CITY OF MISSION VIEJO
LABOR AND MATERIAL PAYMENT BOND**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

THAT, WHEREAS, the City of Mission Viejo has awarded to _____
_____ (name and address of contractor),
hereinafter called "Contractor," a contract for the work described as follows:

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

and

WHEREAS, said Contractor is required by the provisions of Sections 3177-3251 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor as Principal, and _____
_____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Title 15 of the Civil Code, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which 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 said Principal, its heirs, executors, administrators, successors and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Title 3 of Part 1 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay costs and reasonable expenses and fees, including reasonable attorneys' fees to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 1181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

LABOR AND MATERIAL PAYMENT BOND (Page 2)

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____

(Seal)

SURETY:

By: _____
Name: _____
Title: _____

(Seal)

PRINCIPAL:

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

William P. Curley, III
City Attorney, City of Mission Viejo

Premium \$ _____
Premium will be based on final contract amount.

DO NOT COPY

**CITY OF MISSION VIEJO
COMPENSATION INSURANCE CERTIFICATE**

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, C.373, p. 1343), before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Mission Viejo a certification as follows:

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

CONTRACTOR

By: _____

Title: _____

Date: _____

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Section 3700 of the State Labor Code reads as follows:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be submitted with Contract Agreement

DO NOT COPY

CITY OF MISSION VIEJO
GENERAL SPECIFICATIONS

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

SCOPE OF WORK

Specific items of work are outlined in the Special Provisions section (SP-1 to SP-29).

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic.

The Contractor shall furnish, erect and maintain such fences, barriers, arrow boards, lights, warning devices and signs in compliance with the current "Manual of Traffic Controls, Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways" published by the State of California, Department of Transportation, or as may be deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

RESPONSIBILITY FOR DAMAGE

The City of Mission Viejo, the City Council, or the Director of Public Services shall 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 any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance. The Contractor shall indemnify and save harmless the City of Mission, the City Council, and the Director of Public Services from any suits, claims or actions brought by a person or persons for or on account of any injuries or damage sustained in or arising from the work or in consequence thereof. The City may retain as much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforementioned.

NO PERSONAL INJURY

Neither the City Council, the Director of Public Works, nor any other officer or authorized assistant or agent, shall be personally responsible for any liability arising under this contract.

PERFORMANCE OF AT LEAST 50% OF THE WORK

Per Standard Specifications section 2-3.2, the Contractor must perform at least 50% of the Work itself.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48-hours notice to the Underground Service Alert by calling 1/800/422-4133.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

Southern California Gas Company 1919 South State College Anaheim, California 92803 Brad Morrison (714) 634-3061 bmorrison@semprautilities.com	Cox Communications 29947 Avenida de las Banderas Rancho Santa Margarita, California 92688 Sina Muckenfuss (949) 542-2685 sina.muckenfuss@cox.net
AT&T California 3939 East Coronado Street, 2 nd Floor Anaheim, California 92807 Valentina Gipson 714-618-9132 vk3921@att.com	City of Mission Viejo Public Services Department 27204 East La Paz Road Mission Viejo, California 92692 (949) 470-3064
Southern California Edison 14155 Bake Parkway Irvine, California 92619 Todd Tate (949) 458-4419 todd.tate@sce.com	Santa Margarita Water District 26111 Aliso Parkway Rancho Santa Margarita, California 92688 Jeff McDonnell 949-459-6504 jeffm@smwd.com
El Toro Water District 24251 Los Alisos Lake Forest, California 92630 Brian Miller 949-837-7050 x224 bmiller@etwd.com	San Diego Gas & Electric 662 Camino De Los Mares SD1421 San Clemente, CA 92673 Dolphus D. Davis 949-369-4721 dddavis@semprautilities.com
Metropolitan Water District of Southern California Richard Ford (714) 577-5088	Moulton-Niguel Water District 27500 La Paz Road Laguna Niguel, California 92656 Matt Crowl 949-425-3527

The California Public Utilities Commission mandates that, in the interest of public safety, mainline gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0600, at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above-referenced utility work to be done in conjunction with this project. The Contractor shall schedule its work and conduct its operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in its schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposed bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly; and Contractor submitting a bid assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the most recent edition of the Standard Specifications for Public Works Construction, current Edition, including all supplements as written and promulgated by the Joint Cooperative Committee of the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications (the “Greenbook”) are available from the publisher:

Building News, Incorporated
1612 South Clementine Street, Suite A
Anaheim, California 92802
(714) 517-0970

The section numbers of the City’s General Provisions and Special Provisions coincide with those of the Standard Specifications for Public Works Construction. Only those sections requiring amendment or elaboration, or specifying options, are called out.

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the work, involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1773, 1773.1, 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval.

The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public work site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services, or materials the Contractor or Subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the contract or subcontract. This assignment shall become affective when the City tender final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City with a State- or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract. The form for this escrow agreement, as required by Public Contract Code section 22300, may be obtained from the City Attorneys' office.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

WATER POLLUTION CONTROL (NPDES COMPLIANCE)

The City of Mission Viejo in conformance with the City's National Pollutant Discharge Elimination System (NPDES) Permit, is dedicated to the elimination/reduction of water pollution as a result of construction projects. The Contractor shall comply with the items described in this section and construct those facilities as specified by these Contract Documents, as required by law, or as directed by the Engineer, as necessary to eliminate/reduce water pollution. Said items are intended to provide prevention, control, and abatement of water pollution into storm drain systems, streams, oceans, and other bodies of water as a result of the Contractor's operations. These items

are supplemental to those required of the Contractor in Section 7-8 "Project Site Maintenance" of the Standard Specifications for Public Works Construction.

1. Concrete and Mortar Products:

The contractor shall prevent or reduce the discharge of pollutants into storm water or storm water systems from concrete waste by conducting washouts at appropriate off-site locations, performing on-site washouts in a designated area, and providing appropriate training for employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks, the Contractor shall provide appropriate off-site locations or designated contained areas at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough to handle all produced liquid and solid waste. When concrete sets, break up and dispose of concrete in construction fills per direction of the soils engineer or dispose of it as solid waste and recycle.

The Contractor shall inform concrete suppliers and subcontractors of the designated washout locations and disposal sites for concrete and mortar products and shall be responsible for ensuring that all workers use it appropriately.

2. Construction Water:

The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. In addition, the Contractor shall:

1. Store construction water in leak proof tanks, located away from drainage systems.
2. Use construction water conservatively.
3. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

3. Saw Cutting Water Runoff:

Saw cutting water runoff contains pollutants that must be contained and disposed of properly. The Contractor shall:

1. Prevent saw cut water runoff from entering catch basins, manholes, and storm drains.
2. Direct water into a temporary pit and dispose of the water by vacuuming the water into a truck and removing the water from the site.

3. Place drip pans or absorbent materials under saw cutting equipment when not in use.
4. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

4. Housekeeping/Cleanup

The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to "flush them away" with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and take the debris to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of them properly. A separate permit may be required. Common hazardous debris found on construction sites are: Liquid residues from paints, thinners, solvents, glues, and cleaning fluids, leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., and unused pesticides.

5. Sanitary Waste Management:

The Contractor shall prevent the discharge of sanitary waste into storm water systems by providing convenient, properly located, well-maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company, which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

6. Vehicle and Equipment Management:

The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush said spills with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas and provide cover as well as containment devices as necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and limit steam cleaning to confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g., paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, uses drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Except as otherwise provided for in the Standard Specification or elsewhere in these Special Provisions, full compensation for conforming to the requirements of this section including furnishing all labor, tools, equipment, and materials necessary for doing the work, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

NOTE: The City of Mission Viejo is a co-permittee with the County of Orange for the water discharge from the San Diego Regional Water Quality Control Board. The contractor will be held accountable and should make himself aware of all municipal activities procedures as part of the NPDES permit and program.

DO NOT COPY

CITY OF MISSION VIEJO

GENERAL PROVISIONS

CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

These General Provisions amend the Standard Specifications as indicated and take precedence over the General Specifications and Standard Specifications (see revised order of precedence, below [Section 2-5.2]).

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

The definitions in this section apply throughout the Contract Documents.

“Agency”	- City of Mission Viejo
“Board”	- City Council for the City of Mission Viejo
“City”	- City of Mission Viejo
“County”	- County of Orange (OCEMA)
“Engineer”	- City
“Federal”	- United States of America
“Inspector”	- Inspector for the Agency (or his designee)
“State”	- State of California

“Change Order” –If signed by the Agency and Contractor, and approved by the Board (or approved by the City Manager if changes cumulatively total less than 15% of the Contract price or \$30,000, whichever is less), the Change Order qualifies as a Supplemental Amendment.

“Completion” and “Complete” – Statutory definitions of “Completion” and “Complete” shall apply for these statutory purposes (for example, see Public Contract Code §7107 for release of retention, and Civil Code §9200 for stop payment notices and notice of completion). For all other purposes, including accrual of liquidated damages, claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) City’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete.”

“Supplemental Agreement” A written amendment of the Contract Documents signed by the Agency and the Contractor, and approved by the Board (or approved by the City Manager if changes cumulatively total less than 15% of the Contract price or \$30,000, whichever is less), including but not limited to a Change Order.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Within ten (10) working days after the date of the Notice to Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement
- Faithful Performance Bond
- Payment Bond
- Proof of Insurance, including Policies, Endorsements, and a Public Liability and Property Damage Insurance Certificate
- Workers' Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials.

A corporation to which an award is made may be required before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that its officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

Both the Faithful Performance Bond and the Labor and Material Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Faithful Performance Bond will remain in effect until action against Contractor, including those for patent and latent deficiencies, may no longer be timely filed, including but not limited to the 10-year period of Code of Civil Procedure section 337.5.

2-5.1 GENERAL

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications shall be marked in red on this control set to show the as-built conditions. Upon Completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-5.2 PRECEDENCE OF THE CONTRACT DOCUMENTS

In the case of conflict between any of the Contract Documents, the order of precedence in Standard Specification section 2-5.2(a)-(j) is amended as follows:

- (a) Permits issued by jurisdictional regulatory agencies.
- (b) Change Orders and Supplemental Agreements; whichever occurs last.
- (c) Contract/Agreement.
- (d) Addenda.
- (e) Contractor's Proposal (including Bid Sheet, subcontractor list, collusion declaration, bid bond, Iran Contracting Act Declaration, and Sufficient Funds Declaration).
- (f) Performance and Payment Bonds.
- (g) Notice Inviting Bids.
- (h) Instructions to Bidders.
- (i) Special Provisions.
- (j) General Provisions.
- (k) Project Plans.
- (l) Standard Plans.
- (m) General Specifications.
- (n) Standard Specifications (Greenbook)
- (o) Reference Specifications.
- (p) Workers Compensation Certification.

For any conflict in the Contract Documents not resolved by the above order of precedence, the more stringent, higher quality, and/or greater quantity of Work shall control. Detailed drawings shall take precedence over general drawings.

2-6 WORK TO BE DONE [add the following to the end of the paragraph:]

Contractor shall expeditiously perform all changes in the Work as directed by Agency. See Section 3-2.1 regarding changes in the Work.

If Contractor believes that acts or omissions of City (including but not limited to City caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on City's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions (see Section 3-5, below), Contractor shall provide written notice of the excuse within five (5) days of the City's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the City's Project management of the Work and Project and the mitigation of costs and delays to the Work and Project.

2-9 SURVEYING

2-9.3 SURVEY SERVICE

The Contractor shall provide surveying and construction staking required for the construction of this Work. The cost of surveying and/or construction staking will be the responsibility of the Contractor and will be paid in the item of the Work called survey and construction staking.

2-11 INSPECTION [add the following:]

The Agency's supervision and inspection of the Work does not act as acceptance or agreement with any defective aspect of that Work, nor as a waiver of the Agency's claims against the Contractor regarding that Work. Responsibility for the quality of the Work is the Contractor's.

SECTION 3 - CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General [replace the first paragraph with the following]:

The Agency may change the Contract Documents or the scope of the Work, including additions and deletions of Work, by issuing a written Change Order to Contractor. Contractor shall expeditiously perform the revised Work pursuant to the Change Order. Contractor shall sign any Change Order that provides proper reduction of money and time, and/or proper additional money and time, based on the changes in the Work. If Contractor believes the Change Order should have smaller reductions in money or time, or larger increases in money or time, based on the changes in the Work, Contractor must follow the procedures in Section 3-5, below, including but not limited to Notice of Potential Change, Change Order Request, and Claim.

Unless a signed Change Order specifically states otherwise, it shall constitute full and final compensation, both money and time, for the specified issue, and shall act as a complete waiver by Contractor of all claims related to the specified issue.

3-3 EXTRA WORK

3-3.2.1 Markup [Add the following as the first paragraph] :

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickups or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing Work directly on the change order and then shall only be reported at the labor classification of the Work performed.

3-5 DISPUTED WORK [Delete second sentence and add the following]:

Protest Procedures:

If the Contractor considers any Work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling, or decision of the inspector or Engineer to be unfair, he shall, within ten (10) working days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and reasons therefore, including an estimate of any additional money or time that Contractor believes should be granted by the City under the Contract.

Except for such protests and objections as are made of records, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demand, instructions, rulings and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demands, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision.

Notice of Potential Change:

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to City within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the City may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the City may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by City. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by City. If Contractor intends to rely on City's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in Section 2-6 above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the City's Work and Project management and the mitigation of Work and Project costs and delays.

Change Order Requests:

If, after submitting a written Notice of Potential Change, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City) based on an issue, then Contractor shall submit a Change Order Request (“COR”) to City within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by City of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth below for certification of a Claim, except that every reference to “Claim” shall be changed to “COR.” If a COR is submitted without certification, a certification can still be submitted within the COR timelines set forth above. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the City does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the City requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the City shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the City fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

Definition of Claim:

A “Claim” is a separate demand by the Contractor for (a) a time extension, including, without limitation, relief from damages or penalties for delay assessed by City, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the City. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously

rejected (see above) constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by City inaction. A Claim includes any dispute Contractor may have with the City, including one which does not require a Notice of Potential Change or COR (see above), and includes an alleged breach of contract by the City. A Claim shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and these provisions, these provisions shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see below) for Contractor to submit a COR and for City to process and reject the COR (see above), then either (1) Contractor may submit a COR which City shall treat as a Claim, but only if the COR complies with all requirements, or (2) a COR is not required so long as a Claim complying with this Section 3.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract. However, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

Time for Submitting Claim:

Contractor shall submit a Claim to the City on or before the earlier of (a) 15 days after Completion of the Work or (b) the Contractor's submission of its date of the Final Progress Payment Application. City's rejection, or lack of rejection, of a COR at any time does not affect the deadline for filing a Claim.

In addition, on or before submitting its request for a final progress payment based on 100% Completion of the work, Contractor shall submit to City, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract's requirements for Claims. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the above Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Section 3.5, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see below), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. City does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification; and any failure by City to reject, or any delay in rejecting, a Claim on that basis does not waive the City's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve

its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the City agrees in writing to allow the reservation.

Content of Claim:

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [name of declarant], declare the following:

_____ [Contractor company name] has contracted with _____ [public entity name] for the _____ CITY **HALL SECOND FLOOR LED LIGHTING INSTALLATION** Contract. _____ [Contractor company name] authorized me to prepare the attached Claim for money and/or time extension for _____ [public entity name] regarding this Contract (dated _____, 20____, entitled _____, and requesting \$ _____ and/or _____ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [contractor company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or retention of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ [contractor company name].

The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [public entity name] is responsible under its Contract with _____ [contractor company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that City, or City's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, _____, California.

[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Claims for Additional Money:

Each Claim for additional money (including but not limited to those described above) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the City, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the City expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

Claims for Additional Time:

If the Contractor wishes to make a Claim for an increase in the Contract Time pursuant to these provisions, the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the City's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within twenty (20) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the City expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

If weather is the basis for a Claim for additional time, Contractor must provide City data and facts showing that the weather conditions were not foreseeable at the time of the bid, could not have been reasonably anticipated or mitigated during the Work, and had an adverse effect on the critical path of the scheduled construction.

“Pass Through” Claims:

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the City. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to City, then Contractor must comply with all requirements of these provisions for Notices of Potential Change, Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the Subcontractor’s request, and the Claim must include a copy of the Subcontractor’s request along with any other necessary supporting documentation.

The Contractor’s analysis of the Subcontractor’s request must include Contractor’s detailed explanation as to why the Subcontractor or supplier’s request is the City’s responsibility, including Contractor’s analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor’s breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the City’s breach of the Contract caused the Contractor’s breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that City is responsible for the Subcontractor’s request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor’s rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Procedures for Claims:

Claims are subject to this Section 3-5 and Public Contract Code section 9204, as well as the rest of the Contract Documents. Claims of \$375,000 or less must also comply with Public Contract Code sections 20104 et seq. (see below), but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures of Section 9204, the requirements of Section 9204 shall control.

Procedures for All Claims (including but not limited to PCC §9204):

Review and Response by City

The City shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, City may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the City may have against the Contractor. City shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by City and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If City needs approval from its governing body to provide the written response and the governing body does not meet within the 45 days or any extended period of time, then the City shall have up to three days after the next publicly noticed meeting of the governing body to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues the written response. City's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the City shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the City and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the City that it wishes to meet and confer pursuant to the previous paragraph, the Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for such money or time and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Written Statement by City

Within ten (10) business days after the conclusion of the meet and confer conference, the City shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues the written statement.

Mediation

Within ten (10) business days of issuance of City's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the City and Contractor sharing the costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the City in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all rights to further pursue the Claim under the Contract Documents. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. City's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

Government Code Claim

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all Claim procedures described in the Contract Documents, including but not limited to this Section 3-5. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent to requested administrative remedies.

City and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under these contractual Claim procedures until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process including any period of time utilized by the meet and confer process.

Additional Procedures for Claims of \$375,000 or Less (PCC §20104.2):

Pursuant to Public Contract Code section 20104.2, Claims less than or equal to \$375,000 are also subject to the following requirements, unless in conflict with the above procedures.

Claims Less Than \$50,000

For Claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the City may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and Contractor. If City and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within fifteen (15) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

Claims Over \$50,000, But Not Over \$375,000

For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the City may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and Contractor. If City and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within thirty (30) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed,

respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the City and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the City that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Continuing Contract Performance:

Despite submission or rejection of a Notice of Potential Change, COP or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by City, and the City shall continue to make any undisputed payments in accordance with the Contract.

Trenching More than Four Feet:

When any excavation or trenching extends greater than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the 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 the 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; and (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.

The public entity 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.

In the event that a dispute arises between the public entity 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 time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion 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 or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 GENERAL

Warranties or guarantees on accepted Work will be for one year following project acceptance.

4-1.3.1 GENERAL

The Agency will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet specifications.

TESTING LABORATORY SERVICES FURNISHED BY THE CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor) and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedments and fills, and other materials and equipment, during and after their incorporation in the Work. Field sampling and testing will be performed by Engineer personnel, in the general manner indicated in the specifications, with minimum interference with construction operations. Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

This project will require observation from an Archeologist. Contractor shall coordinate his work efforts in conjunction with the necessary testing and/or observations conducted by the City-provided Archeologist.

Arrangements for delivery of samples and test specimens to the testing laboratory will be made by the City. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three (3) copies of a written report of each test performed by laboratory personnel. Two (2) copies of each test report will be transmitted

to the Engineer and one copy to the Contractor within three (3) working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION

The Contractor shall notify the utility agency as listed in the General Specifications at least 48 hours in advance of excavating around any of their structures. The Agency does not guarantee that all utilities are listed.

Existing Utilities

1. Information on the drawings relating to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. The Contractor shall excavate test pits as required to determine exact locations of existing utilities. Call utility locating service for precise utility locations before beginning any work. Underground Service Alert (800) 422-4133.
2. Perform Work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting. The costs for such work shall be absorbed in the unit prices bid for the various contract items.
3. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain precise directions. Cooperate with the applicable utility company in maintaining active services in operation.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. [Add the following]:

The Contractor's proposed baseline construction schedule shall be submitted to the City within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the City will schedule a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic progress reports to the City by the tenth day (10th) of each month. The report shall include an updated construction schedule showing as-built schedule for Completed Work and as-planned schedule for remaining Work. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The Board may terminate the Contract for any reason at any time.

[Replace the last two sentences with the following:]

If the Contractor disagrees with the amount determined by the Agency, the Contractor shall follow all procedures of Section 3-5, above.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 GENERAL

No time extension shall be granted unless the claimed delay meets each and every of the following conditions:

- (a) The delay was caused by unforeseen events and was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events of which Contractor was not advised at or before the time of bidding;
- (c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the Completion of the whole Work within the Contract time;
- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of Contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to Agency for approval, or from necessary Agency surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Agency, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Agency shall take into consideration other relevant factors such as concurrent delays.

Contractor has the burden of proving that any delay was excusable, including but not limited to an analysis that establishes no concurrency.

No extension of time will be granted for an excusable delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the Work in a

diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials" shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the Work. The term "shortage of materials" shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

6-6.3 PAYMENT FOR DELAYS

To be compensable, an excusable delay must be one for which the Agency is responsible, where the delay was unreasonable under the circumstances involved and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, such as judicious handling of forces, equipment, or plant, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Agency or the delay was caused by factors beyond the control of the Agency, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Agency's reasonable arrangements for such performance; or (d) any other defense available to Agency under law or equity applies. Contractor shall bear the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

The Contractor may not seek damages for delay of a planned Completion of the Work before the contractual deadline for Completion of the Work.

6-7 TIME OF COMPLETION

6-7.1 GENERAL

The time for Completion shall be ninety (120) working days.

6-7.2 WORKING DAY

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 5:00 p.m. on Working Days Monday through Friday.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

6-8.2 ACCEPTANCE

Only the Board may accept the Work as Complete. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that it accept the Contractor's performance of the Work as Complete.

On or within fifteen (15) days after acceptance by the Board, or sixty (60) continuous days of cessation of labor, whichever is earlier, the Agency may record a Notice of Completion.

6-8.3 WARRANTY

Nothing contained in this Section 6-8.3 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced by Agency, or to the time within which proceedings may be commenced by Agency to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

6-9 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each calendar day the Work is not Complete in excess of the time specified in the Contract for Completion of the Work, as adjusted in accordance with Subsection 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of Five Hundred Dollars (\$500.00).

[Replace first sentence of the last paragraph with the following:]

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$ 500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to Complete the Work within the allotted time.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES [Add the following]:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR

7-2.1 GENERAL

The Contractor, and all subcontractors, suppliers, and vendors shall comply with applicable Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due pursuant to said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the Job site for all equal employment opportunity compliance officers.

This Contract is subject to compliance registration, monitoring and enforcement by the Department of Industrial Relations (DIR) and all related requirements of Senate Bill 854 (Labor Codes § 1715.5, 1725.5, 1771.1, 1771.1a and 1771.4.)

Contractor is responsible for employing apprentices as required by Section 1777.5 of the Labor Code and all other law.

Pursuant to Section 6109(a) of the Public Contract Code, Contractor may not perform the Work with a subcontractor that is ineligible pursuant to Labor Code section 1777.1 or 1777.7.

A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§ 720 et seq.) of the Labor Code).

7-3 INSURANCE

7-3.1 GENERAL

The Contractor shall defend, indemnify and save harmless the City of Mission Viejo, the State of California, the County of Orange, or any incorporated city from all claims or suits for damages arising from the prosecution of the Contract Work. The Agency shall give timely notification to Contractor of the receipt of any third-party claim relating to the contract.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective. The following statement shall be included on all insurance policies:

Additional Insured: The insurer agrees that the City of Mission Viejo and its City Council and/or all City Council appointed groups, committees, boards, and any other City Council

appointed body and/or elective and appointive officers, servants, or employees of the City, when acting as such, are additional insured hereunder for the acts of the insured and such insurance shall be primary to any insurance of the City.

The Contractor agrees to protect, defend, and indemnify the City of Mission Viejo against loss, liability, damage, or expense by reason of any suit claims, demands, judgments and causes of action caused by the Contractor, his employees, agents, or any subcontractor, or by any third party arising out of or in consequence of the performance of all or any operations covered by Contractor's policies. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 GENERAL LIABILITY INSURANCE

The City of Mission Viejo, the City Council, and the Engineer shall 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 any of the materials or other things used or employed in performing the Work; or for injury to any person or persons, either workmen or the public or for damage to any person or persons either workmen or the public; or for damage to adjoining property in any cause which might have been prevented by the Contractor, or his workmen or anyone 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 and/or obstructions at anytime before its Completion and final acceptance and shall indemnify and save harmless the City of Mission Viejo, the City Council, and the Engineer 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 the Contractor, his servants or agents, in the construction of the Work or in consequence of any negligence in guarding the same, in improper materials used in its construction, by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at anytime during the life of the Contract, the Engineer may order the Contractor to take further precautions and if the Contractor shall fail to do so, the Engineer may order the Work done by others and charge the Contractor for the cost thereof, and such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety or its obligations under the Contract.

From time to time, during the period of this contract, the City may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$500.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention, or for progress payments, to meet these claims. The City will appoint a Claims Administrator who will act on behalf of the City and

Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator's recommendation for payment shall be paid by Contractor within thirty (30) days of the date of the recommendation. If Contractor fails to make payment to claimant within thirty (30) days of the Administrator's decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon Completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

7-5 PERMITS

Prior to the start of any Work, the Contractor shall take out and pay for the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Mission Viejo will waive its usual permit fees. Contractor shall submit for Agency review prior to issuing a Traffic Control Permit a traffic control plan designed and signed by a licensed Traffic Engineer.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Mission Viejo, other governing agencies, or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS [Add the following after the second paragraph]

1. Protect existing building, paving, and other services or facilities on-site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items shall be at the Contractor's expense.
2. Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.
3. The public will occupy adjacent facilities during the entire period of construction. Perform site work operations to minimize conflicts and to facilitate public's use of adjacent facilities and services in operation during construction work.

4. Locate, protect, and maintain bench marks, monuments, control points, and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.
5. The quality of construction is the responsibility of the Contractor.

7-10 SAFETY

7-10.1 TRAFFIC AND ACCESS

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

7-10.2 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS

No storage of equipment or materials shall be allowed within the public right-of-way outside of working hours. The City will provide a small staging area within the parking lot of the Recreation Center facility. It will be the Contractor's responsibility to secure the area with a 6'-high screened fence, and the City will accept no liability associated with the Contractor's use of the property. The Contractor shall maintain the site in an orderly fashion and shall return the site to the same or better condition prior to the release of final payment.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case, the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of the site is to be approved by Agency. Condition and operation of yard shall conform to these Specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 HAUL ROUTES

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.).

No street or access closure to through traffic will be allowed without the express approval of the Agency.

All existing stop signs, street name signs, and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and

the Engineer. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency.

7-10.4.1 WORK SITE SAFETY

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

7-15 PAYROLL RECORDS

Payroll records shall be submitted to the Agency at least once each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 GENERAL

Agency shall release retention to Contractor pursuant to Public Contract Code section 7107, which requires, among other things, that retention be released within sixty (60) days after Completion of the Work.

The Agency may withhold from a progress payment or release of retention, in whole or in part, to such extent as may be necessary to protect the Agency due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notice. For any stop payment notice given to the Agency, the Agency shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, the Agency has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by the Agency for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Agency in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Agency, which protects the Agency against such claim, and (2) the Agency chooses to accept the bond, then Agency would release the stop payment notice funds withheld to the Contractor, except that Agency may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated

to accrue in the future;

- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or by the Completion deadline;
- E. Damage to the property or work of the Agency, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submitted schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain as-built or record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or Law, which includes but is not limited to Contractor's failure to pay prevailing wages and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credit allowed to Agency for reduced scope of Work or Work that Contractor will not perform;
- Q. The estimated cost of the Agency's performance of corrective Work;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Agency's potential or actual loss, liability, or damages caused by the Contractor;

and

- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Agency or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Agency may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Agency is withholding amounts from the payment. To claim wrongful withholding by the Agency, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Agency within thirty (30) days of receipt of the notice, and Agency shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Agency's response, Contractor shall timely submit a Claim pursuant to Section 3-5, above.

For any withhold amount based on an estimate where the actual amount will later become known and certain, the Owner may withhold 125% of the estimate. After the actual amount becomes known, if that actual amount exceeds the amount previously withheld, Agency may withhold additional amounts from Contractor to cover the excess amount, and if available funds are not sufficient, Contractor shall pay Agency the difference. After the actual amount becomes known and certain, if that amount is less than the amount previously withheld the Agency will pay and release any amount withheld over that certain and known amount.

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts properly withheld by the Agency.

Neither Agency's overpayment to Contractor, nor Agency's failure to withhold an amount from payment that Agency had the right to withhold, shall constitute a waiver by Agency of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Agency, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Agency shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

9-3.2 PARTIAL AND FINAL PAYMENT

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

Within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid by Agency.

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, unless specifically approved by the agency.

9-3.4 MOBILIZATION

Mobilization shall consist of all preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred prior to the beginning work on the various contract items on the project site.

The lump sum price paid for mobilization shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein including all construction site safety, i.e., temporary chain-link fencing, signage, etc. Payment for mobilization shall be included in the lump sum price bid for mobilization and no additional compensation will be allowed therefore.

**CITY OF MISSION VIEJO
SPECIAL PROVISIONS**

**CITY HALL SECOND FLOOR LED
LIGHTING INSTALLATION**

LOCATION OF WORK

City of Mission Viejo City Hall, 200 Civic Center, Mission Viejo, CA 92691

TIME OF COMPLETION

Upon notification from the City of Mission Viejo Facilities Maintenance Manager, or his designee, the contractor shall proceed immediately with the ordering of material and scheduling the installation of Lithonia Lighting ENVEX 3500 Lumen, 80CRI Lighting on the Second Floor North End of City Hall as outlined in specifications. (Devices shall match existing lighting devices located on City Hall First Floor North End).

Work Hours

All work must be performed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

MATERIALS

All materials shall be installed of the same manufacturer as listed below unless otherwise approved by City representative. Materials must be listed and approved by the Consumer Products Safety Commission and/or Underwriters' Laboratories (UL). Any deviation or replacing of original equipment unless otherwise authorized will result in a performance deficiency of \$250 per occurrence. In addition, the Contractor is responsible for all liabilities resulting in utilizing unauthorized materials

SPECIFICATIONS

The contractor must hold a Class "C-10" California Contractors license.

SITE CONSIDERATIONS

Pre-proposal site conditions are recommended by the city and are to be the sole responsibility of the Contractor.

- All landscaped, hardscaped and parking areas are to be considered out of the work zone area and are to be continually left accessible for public use. Contractor shall use extreme care and caution while performing LED Lighting Installation as to minimize airborne dust particles and debris, in addition to excessive noise during the performance of this work.

- Any damage to surrounding areas will be repaired and/or restored to original condition by the Contractor, at the Contractor's expense.

- Trash and other debris generated by Contractor will be disposed of off-site at Contractor's expense.
- Existing LED lighting that is removed, and all associated packaging from new lighting, shall be removed at the contractor's expense and contractor shall coordinate staging of old fixtures to be picked up with the Facilities Manager or his designee, for approval.
- No tools, supplies, equipment, vehicles, trash, debris, or other items will remain on site after normal working hours, which are from 7:00 a.m. to 5:00 p.m., Monday through Friday. No work will be performed on Saturday or Sunday without Contractor first notifying the Facilities Manager and receiving prior permission.

SAFETY

Contractor will comply with Cal-OSHA standards at all times. Since work sites are within public accesses, the Contractor will be responsible for protecting not only the work site and surrounding areas, but the public as well. During the project, Contractor will delineate off the work zone area for safety.

INSPECTIONS

Contractor will be required to notify the Facilities Maintenance Manager prior to inspections needed. Please contact the Facilities Maintenance Manager, Danny Walsh at (562) 343-0332 or dwalsh@cityofmissionviejo.org to schedule inspections. Inspections will be as follows:

1. Pre-Installation walk-through
2. Post lighting installation inspection
3. Final inspection/Authorization for payment

All inspections will require the presence of a contractor's representative with the capability and authority of making decisions and suggestions pertaining to the contract and scope of work. Contractor shall specify material and workmanship warranty in proposal bid sheet.

Installation services for the above location shall be coordinated with City representative. Service hours and personnel shall be consistent and approved by the City.

1.04 SCOPE OF WORK

Remove existing 190 2'x2' fluorescent light fixtures (this includes 35 emergency lighting fixtures) and replace with Lithonia Lighting model ENVX 3500 Lumen 80CRI 277V fixtures and all associated controls as outlined in the following specifications. See SP-28 for locations.

OVERVIEW

nLight AIR rPP power packs are designed to offer flexible control for commercial and industrial lighting applications. The rPP consists of a relay, 0-10V dimming control, and a low voltage power supply output to power and wireless sensors. The rPP is capable of switching loads up to 20 A via a latching relay designed with robust inrush protection. Select power packs provide +24VDC low voltage output to power up to 4 nLight AIR mounted occupancy sensors and photocells. The nLight AIR rPP is designed for use as part of an nLight AIR group of devices or with the nLight ECLYPSE™.

POWER PACK FEATURES

- On/Off and dimming control of a luminaire or group of luminaires
- 24VDC output to power up to 4 nLight AIR rCMS low voltage sensors or other low voltage devices
- Suitable for plug load control
- UL 924 listed options for simplified lighting control on emergency lighting circuits
- Power Monitoring with Current Measurement +/- 3% accuracy
- Programmable return to last state capability

INSTALLATION FEATURES

- Wireless communication enables simple retrofits - no communication wires to pull between devices
- Chase nipple or side output dimming options
- UL 2043 listed for plenum applications
- An optional external antenna (CP option) for meeting code specific requirements or IP-rated applications
- Simple app-based configuration of space behaviors

ADVANCED WIRELESS FEATURES

- Devices intercommunicate to provide grouped-response to motion and on/off and dimming response to daylight conditions when wirelessly connected to a motion or daylight sensor, or on/off/dimming when connected to a wireless switch
- Fully compatible with other nLight AIR devices on the site
- Easy to integrate with the nLight ECLYPSE, which provides site-wide lighting control through nLight's SensorView software and provides optional BMS integration
- Comprehensive wireless security

Warranty

Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.



Items marked by a  background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.

*See order form for details

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DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.



nLight® AIR
rPP20
Power/Relay Pack



ORDERING INFORMATION

rPP20 Example: rPP20 D 24V EFP G2

Series	Dimming and Low Voltage Output	Emergency	Fault Protection	
RPP20 nLight AIR Power/Relay Pack	[blank] None 24V No dimming, 24V Output Terminals D 0-10VDC Dimming output (via chase nipple), no 24V Output Terminals D 24V 0-10VDC dimming output (via chase nipple), 24V output terminals	DS 0-10VDC dimming output (via side leads), no 24V output terminals DS 24V 0-10VDC Dimming output (via side leads), 24V Output Terminals	[blank] ¹ None ER UL924 Emergency Operation, via power sense leads EM ² UL924 Emergency Operation, via separate normal power sensing device	EFP External Fault Protection

Territory Compliance	Voltage	Power Monitoring	Generation
[blank] None CP ³ Chicago Plenum	[blank] ⁴ 120-277V UVOLT ⁴ 120-480V	[blank] None IM Current Monitoring	G2 Generation 2 compatibility

ACCESSORIES
NPPFUSEJ10 Replacement Fuse

- Notes
- Can provide normal power sensing information to nLight AIR devices with EM option. See the UL 924 Response section for more information.
 - EM option requires an nLight AIR device connected to normal power for wireless normal power detection. See the UL 924 Response section for more information.
 - Not available with UVOLT model.
 - All phase-to-phase applications, including 208VAC and 480VAC, require factory installation.

DO NOT COPY

SPECIFICATIONS

Size: 3.50" x 3.52" x 1.82" (120-277V model)
 4.725" x 4.80" x 1.865" (UVOLT model)

Weight: 6 oz

Mounting: 1/2" Knockout

Color: White (standard), Red (ER & EM)

Humidity: 5 to 95% non-condensing

Location: Damp Location Rating

Wires: Line and load 12 AWG stranded
 Neutral, ground, and power sense (ER version) 18 AWG stranded
 0-10V, 20 AWG stranded

Operating Voltage: 120-277VAC, 120-480VAC (UVOLT)

Relay type: Latching

Frequency: 50/60Hz

Current Monitoring: MVOLT versions include automatic voltage detection for power calculation. HVOLT versions require user input of voltage via SensorView to calculate power
 Minimum Current required to ensure +/- 3% Accuracy
 MVOLT - 425mA
 UVOLT - 625mA

DC Output Terminals: Push-in Terminals, solid or tinned 16-20AWG

DC Output Voltage/Current: 24 VDC, 100 mA max output

0-10V Dimming: Sinks 150mA; 0-10VDC dimmable ballasts or LED drivers;

Radio Frequencies: 900 MHz up to +20dBm, 2.4 GHz up to +10 dBm

Wireless Standard: 900MHz: IEEE 802.15.4-based; 2.4 GHz: Version 4.0+ of the Bluetooth specification

Security: Application Data Encryption AES-128 bit, Mutual Entity Authentication, Message Confidentiality, Message Authentication and Replay Prevention, Limited Anonymity

Complies with California Civil Code Title 1.81.26, Security of Connected Devices, approved under Senate Bill No. 327 (2018)

Regulatory Compliance: FCC ID: 2AD55-RM0013

IC: 6755-C-RM0013

IFETEL: 17P2N1112057

dLUS

RoHS

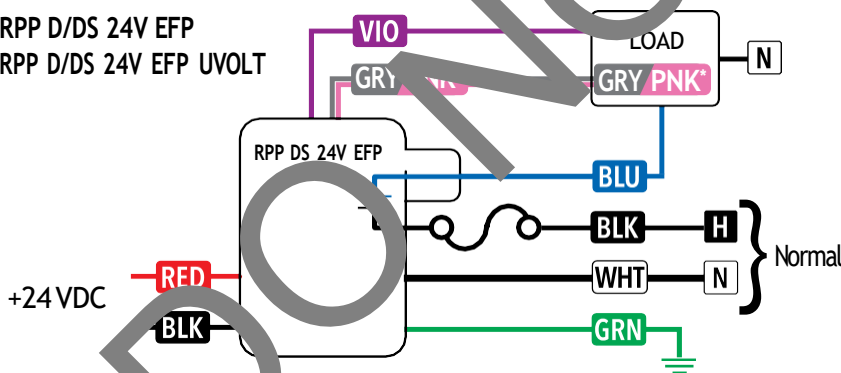
Temperature and Load Ratings

Model	rPP20 (14°F -122°F) / (-10°C - 50°C)		rPP20 (14°F -140°F) / (-10°C - 60°C)		rPP20 UVOLT (14°F -158°F) / (-10°C - 70°C)			
	120 VAC	277 VAC	120 VAC	277 VAC	120 VAC	277 VAC	347 VAC	480 VAC
General Purpose	20 A	20 A	5 A	5 A	20 A	20 A	20 A	5 A
Tungsten	20 A	20 A	5 A	5 A	20 A	20 A	20 A	5 A
Standard Ballast	20 A	20 A	5 A	5 A	20 A	20 A	20 A	5 A
Electronic Ballast	16 A	16 A	5 A	5 A	16 A	16 A	16 A	5 A
Motor	1.5 HP	1.5 HP	1.5 HP	1.5 HP	1.5 HP	1.5 HP	3/4 HP	1/2 HP

WIRING (Do not wire hot)

RPP D/DS 24V EFP

RPP D/DS 24V EFP UVOLT



Legend

BLK - Unswitched Hot 120-277, 347VAC**
 WHT - Neutral
 BLU - Switched Output
 VIO - 0-10V Dim
 PNK* - 0-10V Common
 RED (Terminal) - +24VDC
 BLK (Terminal) - DC Common
 GRN - Ground

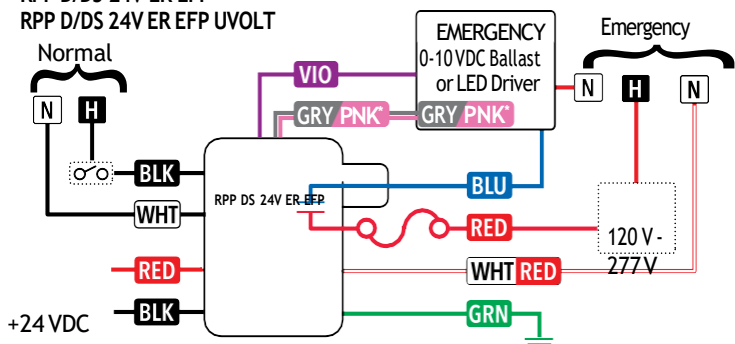
*0-10V Dimming Common from luminaire may be pink or as otherwise indicated per section 410.69 of the 2020 NEC.

**347 only supported by UVOLT option.

WIRING FOR EMERGENCY (-ER) UNITS

RPP D/DS 24V ER EFP

RPP D/DS 24V ER EFP UVOLT



Legend

RED - 120-277, 347VAC** Emergency Hot
 WHT/RED - Emergency Neutral
 BLK - Unswitched Norm. Hot
 WHT - Norm. Neutral
 BLU - Switched Output
 VIO - 0-10V Dim (+)

PNK* - 0-10V Com (-)
 RED (Terminal) - +24VDC
 BLK (Terminal) - DC Com
 GRN - Ground
 -Optional Test Switch (by others)

*0-10V Dimming Common

UL924 Sequence of Operation: When normal power sense leads have absence of voltage

- Relay is closed and 0-10V dimming is at high end trim level
- Device ignores wireless lighting

from luminaire

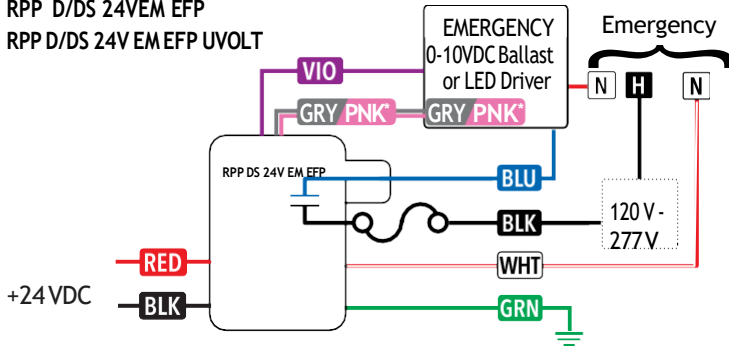
may be pink or as otherwise indicated per section 410.69 of the 2020 NEC

**347 only supported by UVOLT option.

WIRING FOR EMERGENCY (-EM) UNITS

RPP D/DS 24VEM EFP

RPP D/DS 24V EM EFP UVOLT



Legend

BLK - 120-277, 347VAC** Emergency Hot
 WHT - Emergency Neutral
 BLU - Switched Output
 VIO - 0-10V Dim (+)
 PNK* - 0-10V Com (-)

RED (Terminal) - +24VDC
 BLK (Terminal) - DC Com
 GRN - Ground

*0-10V Dimming Common from luminaire may be pink or as otherwise indicated per section 410.69 of the 2020 NEC

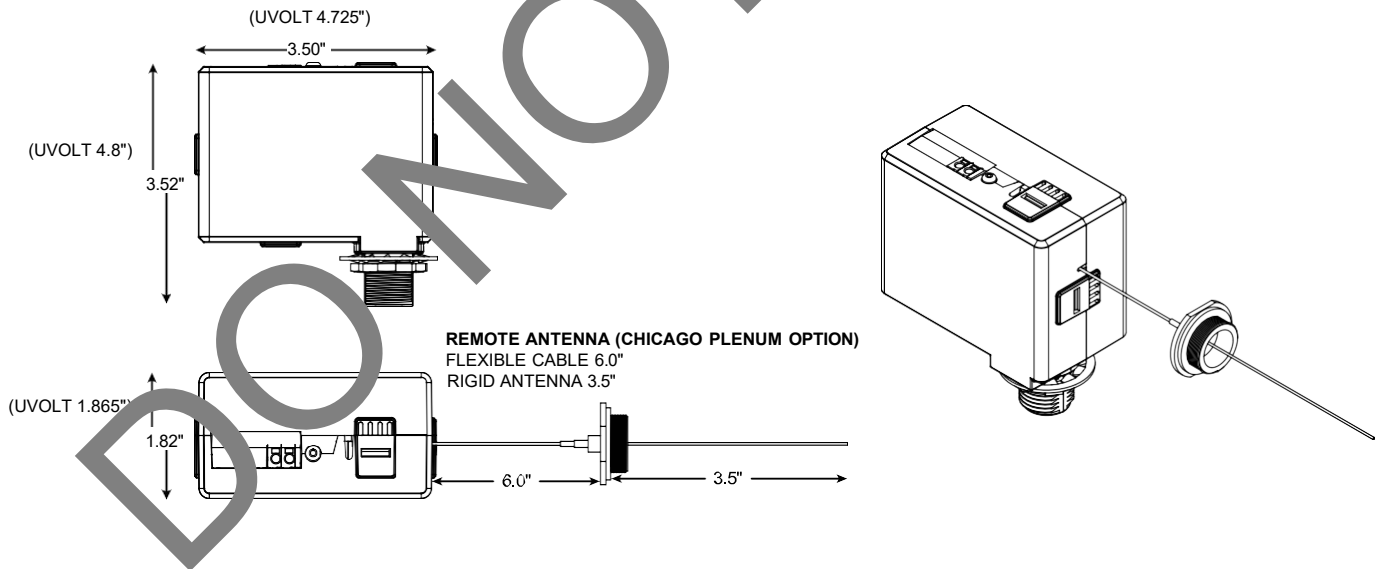
**347 only supported by UVOLT option.

UL 924 Response – nLight AIR Devices with EM Option

The below information applies to all nLight AIR devices with an EM option.

- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal power sensing (NPS) broadcast is received at least every 8 seconds.
- Using the CLAIRITY™+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

DIMENSIONS



OVERVIEW

The nLight ECLYPSE™ system controller connects an nLight® lighting network to support connectivity and management over an IP network, control and device setting adjustment, integration with building management, integration with demand response, and more.

FEATURES

- Communicates over IP, allowing the system controller and connected lighting controls devices to be accessed and configured across a local area network
- Each system controller supports up to 750 nLight and nLight AIR devices. Additional controllers can connect and scale a system of lighting controls to a maximum of 20,000 devices
- BACnet Testing Laboratories (BTL) listed as a BACnet Building Controller (B-BC)
- Can be discovered and managed through free SensorView software and through an onboard web GUI
- Provides time-of-day and astronomical time clock capabilities for scheduled lighting control events
- Manages forwarding of global control channels and system profiles to affect devices on multiple controllers at the same time
- Enhanced security through toggleable HTTP or HTTPS connections, a FIPS 140-2, Level 1 compliant security interface, SSO or Radius Server capabilities, and more
- Optional demand response client allows activation of configurable load shed dimming levels by utility DRAS through OpenADR 2.0a

Warranty

Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.



nLight ECLYPSE™ System Controller



BACnet is a registered trademark of ASHRAE. ASHRAE does not endorse, approve or test products for compliance with ASHRAE standards. Compliance of listed products to the requirements of ASHRAE Standard 110 is the responsibility of BACnet International (BI). BTL is a registered trademark of BI.

Patents:
 - US9819544B2 - US10073423B2
 - EP3250970B1 - US9608538B2
 - EP3139697B1 - CA2971061A1
 - US9924243B2

ORDERING INFORMATION

Example: NECY MVOLT BAC ENC				
Series	Voltage	BACnet	AutoDR	Visualization Software
nECY nLight ECLYPSE	MVOLT 120-277VAC 347 120-277VAC, 347VAC	[blank] Not Enabled BAC BACnet/IP & MS/TP Enabled	[blank] Not Enabled ADR Open ADR VEN	[blank] Not Enabled SVS ¹ Envysion

Cellular Modem	Enclosure	Wi-Fi Adapter	Options
[blank] No Cellular Modem REM ⁵ Prewired CLAIRITY™ Link router with cellular SIM REMR ^{2,5} Prewired CLAIRITY™ Link router with cellular SIM and cloud-toggleable relay	ENC NEMA Type 1 metal enclosure	[blank] Includes Wi-Fi Adapter NW No Wi-Fi Adapter Included	[blank] None SEP Single Ethernet Port GFXK ³ Touchscreen interface (model nGWY2 GFX, mounted separately), PS 150 power supply, CAT5 cable AIR ⁴ Supports NECYD NLTAIR G2

ACCESSORIES	
nECY ENC	NEMA 1 Enclosure and pre-mounted 120-277VAC input, 24VDC output (Max 50W) power supply
nECYD NLTAIR G2	nLight AIR wireless adapter
nECYREPL INTF	nLight Interface module (introduces 750 device limit if added to an ECLYPSE with AIR option)

Notes

- Requires BACnet option.
- Cloud-toggleable relay is prewired and intended to power cycle the nLight ECLYPSE remotely.
- If 347 voltage option selected, includes PS150 power supply.
- AIR option supports 150 devices. Remote connecting nLight wired devices are not available with the AIR option. GFXK option is not available with AIR option.
- 347 option required for cellular connectivity in Canada. MVOLT versions will support connectivity in the United States and Mexico only. Active connectivity plan required for cellular connectivity. All routers ship with 12-months Ethernet connectivity enabled. See CLAIRITY Link router specification sheet for more information.
- Cellular connectivity performance may be affected by carrier coverage and antenna placement. Coverage by supported carriers should be verified prior to purchase.
- See the Specifications section for a list of all supported carriers per country.
- Use of default SIM included with hardware is required for REMCONN CELL connectivity plan. REMCONN ETH does not require use of a cellular SIM but is required for connectivity with the portal using a non-standard, third party SIM, provided by, paid for, and maintained by others. Compatibility with non-default, third party SIMs is not guaranteed or warranted.



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

CONNECTIVITY PLANS

Remote support via the CLAIRITY Link solution is enabled through a connectivity plan (REMCONN). Purchase of a CLAIRITY Link router includes an initial 12-month Ethernet connectivity plan that begins upon shipment of hardware from the factory. For extended periods of connectivity, or for cellular connectivity, supplementary plans can be purchased. Flexible plans are offered in 3-month to 24-month durations and can be purchased at any time.

FEATURES

- Flexible connectivity periods offer affordable, connected assistance from nLight technical experts
- With no hidden fees and no continuous costs, CLAIRITY Link connectivity is an on-demand service that can be purchased at any time
- On-premise systems can be operated when a connectivity plan is inactive
- Optional service plans affordably supplement the ability to remotely connect, adding comprehensive programming, sustainment, and preventative maintenance options

Example: REMCONN ETH 24MO CAR1					
Series	Connection Type	Service Length	Supported Countries		
REMCONN Connectivity plan to enable remote access by factory representatives	ETH Uses Ethernet connection to a customer-provided network with Internet access for communication with the CLAIRITY Link portal CELL ^{6,7,8} Includes a cellular plan to supplement or replace Ethernet connectivity for communication with the CLAIRITY Link portal	3MO 3-month length 6MO 6-month length 9MO 9-month length 12MO 12-month length 18MO 18-month length 24MO 24-month length	CAR1 US, Mexico, and Canada		

SPECIFICATIONS

Control Module

Microprocessor: Single core 1.0GHz
Sitara ARM processor

Size: 4.74" H x 3.57" W x 2.31" D
(12.03 cm x 9.07 cm x 5.86 cm)

Mounting: DIN rail mounted

nLight ECLYPSE Assembly Size: 4.74" H x 14.76" W x 2.43" D
(12.03 cm x 37.5 cm x 6.16 cm)

Ports: Ethernet (2) switched RJ-45 Ethernet ports

USB Connections: 2 x USB 2.0 ports

RS-485 Serial Communications: Screw terminals

(Used for either BACnet MS/TP

Subnet: RJ-45

Real Time Clock (RTC): Real Time Clock with rechargeable battery.

Supports SNTP network time synchronization

RTC Battery: 20 hours charge time, 20 days discharge time.

Up to 500 charge / discharge cycles

Enclosure: FR/ABS UL94-V0 flammability rating

Environmental: Operating Temperature: 32°F to 122°F
(0 to 50°C)

Storage Temperature: -22°F to 158°F
(-30 to 70°C)

Relative Humidity: 0 to 90% non-condensing

Ingress Protection Rating: IP20

Security: FIPS Publication 140-2, Level 1 Compliant

Complies with California Civil Code Title

1.81.26, Security of Connected Devices,

approved under Senate Bill No. 327 (2018)

nLight Network Interface Module

Size: 4.74" H x 3.20" W x 2.31" D
(12.03 cm x 8.12 cm x 5.86 cm)

Mounting: DIN rail mounted

Ports: 3 nLight bus ports (RJ-45)

nLight Bus Power Output: 0mA per port

Power Supply Module (24V)

Size: 24V: 4.74" H x 2.85" W x 2.31" D
(12.03 cm x 7.24 cm x 5.86 cm)

Operating Voltage: 24V: 24VAC/DC; ±15%; Class 2

Output Voltage,

Rated Current & Power: 24V: 18VDC regulated, 0.5A, 30W max

Enclosure

Type: NEMA 1 rated surface mount screw cover

Size: 14.25" H x 14.25" W x 4.00" D (36.20 cm x
36.20 cm

14.16 cm)

Rating: UL2043 (Plenum) Rated

CLAIRITY Link Router

Size: 2.92" H x 3.27" W x 0.99" D (74 mm x 83 mm x
25 mm)

Power Consumption: < 6.5W

Input Voltage Range: 9-30VDC

Mobile: 4G LTE - up to 150Mbps

3G - up to 42Mbps

2G - up to 236.8kbps

United States - ATT, T-Mobile/Sprint, US

Cellular, Alaska Wireless

Mexico - Telefonica

Canada - Tellus, Bell, SaskTel®

Ethernet: WAN - 10/100Mbps; connects to an owner-
provided, Internet connected network. May be
used for nLight ECLYPSE controller discovery on
the same network.

LAN - 10/100 Mbps; used for discovery of nLight

ECLYPSE controllers that are connected to a

network without Internet connectivity

Wireless Mode - IEEE 802.11b/g/n

Security - WPA2-Enterprise

Wi-Fi Hotspot - used for modem and SIM

diagnostics

Wi-Fi Client - not supported

Environmental: Operating temperature - -40C to 75C

operating humidity - 10% to 90% non-

condensing

Storage temperature - -45C to 75C

Security: Firewall - pre-configured firewall

Attack Prevention - DDOS prevention, port scan

prevention

WEB filter - whitelist for specifying allowed sites

only

Access control - control of TCP, UDP, ICMP

packets, MAC address filter

Complies with California Civil Code Title

1.81.26, Security of Connected Devices,

approved under Senate Bill No. 327 (2018)

Ingress Protection

Regulatory

FCC, IC/ISED, EAC, RCM, PTCRB, RoHS, CE/RED,

WEEE, Wi-Fi Certified, CCC, Anatel, GCF, REACH,

Thailand NBTC, Ukraine UCRF, SDPPI (POSTEL)

Antennas: Mobile - 698-960/1710-2690 MHz, SMA male

connector

Wi-Fi - 2400-2483.5 MHz, SMA male connector

Input/Output Input - 1x digital, non-isolated input (on 4 pin

power connector)

Output - 1x digital, open collector output (30V,

300 mA, on 4 pin power connector)

SIM 1x SIM slot (Mini SIM - 2FF), 1.8V/3V, external

SIM holder

Dimensions 83 x 25 x 74 mm

COMMUNICATION

Ethernet Connection Speed: 10/100 Mbps

Internet Protocol: IPv4

BACnet Profile: BACnet Building Controller (B-BC)

BACnet Listing: BTL, B-BC

BACnet Interconnectivity: BBMD forwarding capabilities

BACnet/IP to BACnet MS/TP routing

BACnet Transport Layer: MS/TP & IP (optional)

Web Server Protocol: HTML5

Web Server Application Interface: REST API

Supported BACnet MS/TP Connectivity:

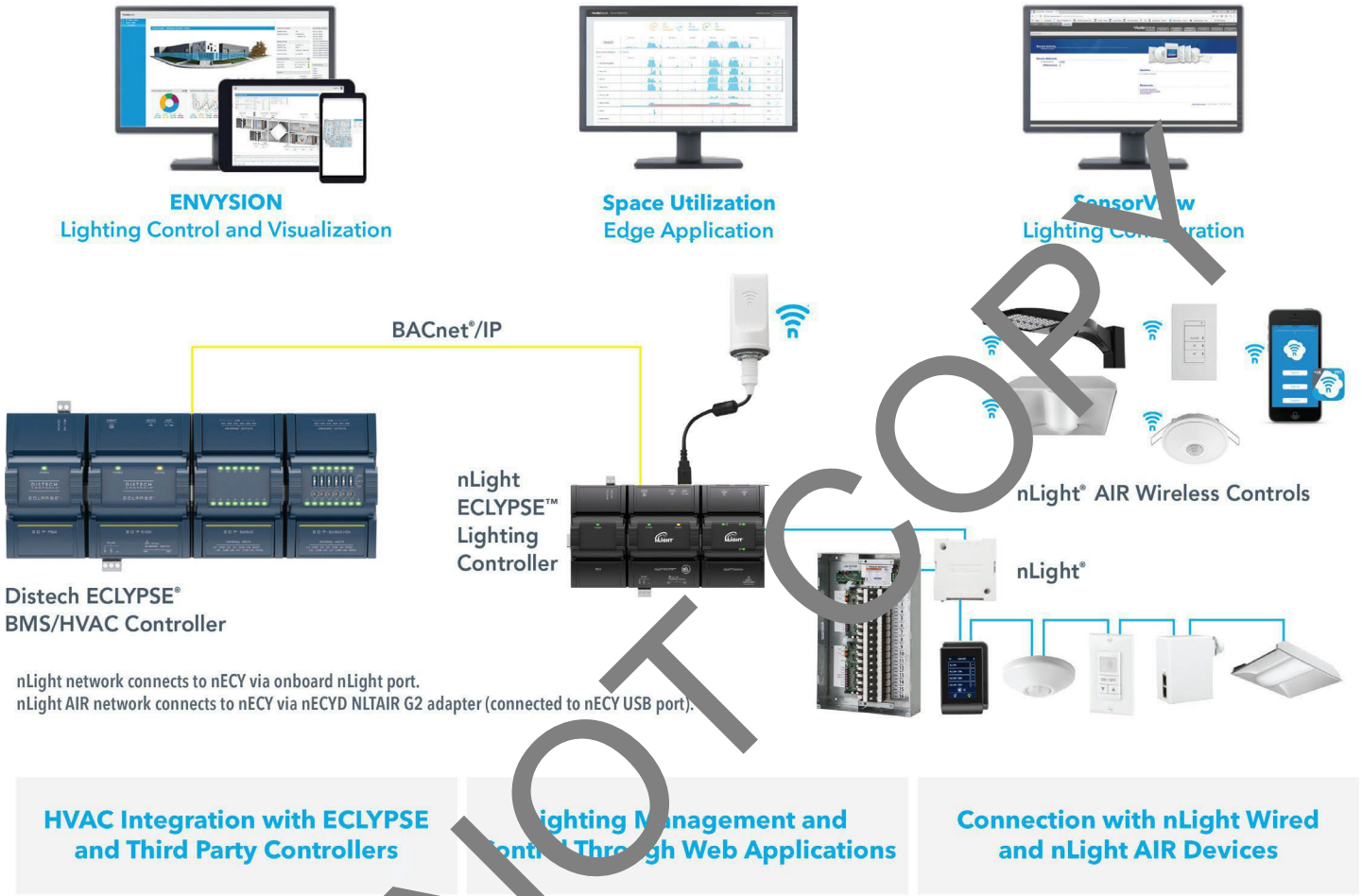
- 1 x RS-485 serial communications port for BACnet MS/TP
- RS-485 EOL Resistor - Built-in
- RS-485 Baud Rates - 9600, 19200, 38400, or 76800 bps

Supported Wireless Connectivity:

- Wireless Adapter - USB Port Connection
- Wi-Fi Communication Protocol - IEEE 802.11b/g/n
- Wi-Fi Network Types - Client, Access Point, Hotspot

SYSTEM ARCHITECTURE

The nLight ECLYPSE serves as the backbone for nLight and nLight AIR digital lighting networks. The nLight ECLYPSE provides networked devices with schedule management and remote software programming via SensorView web-based software. The backbone also provides support for system-wide controls such as master override switches, automated demand response, and BACnet integration. One nLight ECLYPSE is capable of handling up to 750 total devices and up to 128 global channels for the entire network. The nLight ECLYPSE is also compatible with other Distech ECLYPSE products, offering a full suite of BAS capabilities.



EXAMPLE NLIGHT ECLYPSE NOMENCLATURE AND OPTIONS

Example Nomenclature	Connection to Wired Devices	Maximum of 150 Wireless Devices	Maximum of 750 Wireless Devices	All License Options Available (BAC, SVS, SVEA)
NECY MVOLT ENC	✓	No AIR Adapter	No AIR Adapter	✓
NECY MVOLT ENC + NECYD NLTAIR G2	✓	Not Limited at 150	✓	✓
NECY MVOLT ENC <u>AIR</u>	No Wired Interface Module	✓	Reduced Capability	✓
NECY MVOLT ENC <u>AIR</u> + NECYREPLYINTF	✓	Not Limited at 150	✓	✓

OVERVIEW

The nLight® AIR Adapter is used to connect an nLight AIR control system to the nLight ECLYPSE®, enabling time-based configuration, remote programming, and control via BACnet, Automated Demand Response, and RESTful API. Using browser based software, users can control their wired and wireless nLight devices through a graphic floor plan, configure settings through the floor plan view or a tree view, and perform firmware updates.

The nLight AIR Adapter gives secure network capability to devices within a single space or across multiple spaces. A network of nLight AIR devices can be zoned, programmed, and controlled through an nLight ECLYPSE and Adapter with protection from nLight AIR's robust five-tier security framework.

FEATURES

- Enables wireless network control of up to 750 nLight AIR devices (per nLight AIR Adapter) in a single space or across multiple spaces
- Allows control of devices through SensorView software, BACnet commands, Automated Demand Response, and RESTful API
- Easy wiring through a USB connection to the nLight ECLYPSE.
- 5-tier security prevents unauthorized control of the wireless network.
- IP66 rating for indoor and outdoor use.
- Includes a 16-foot cable and a mounting bracket.
- Supports web-based update of devices using SensorView software

Government Procurement

BAA – Buy America(n) Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA - Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/resources/buy-american for additional information.

Warranty

Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express or implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

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nLight® AIR Adapter

Wirelessly enables nLight AIR zones to communicate with nLight ECLYPSE Controller



ORDERING INFORMATION

NECY		Examples: NECYD NLTAIR G2
Series	Generation	
NECYD NLTAIR Networked nLight AIR wireless adapter	G2 Generation 2 compatibility	

Accessories: Order as separate catalog number.
RPP20 EFP EXT G2 Extender power/relay pack 2

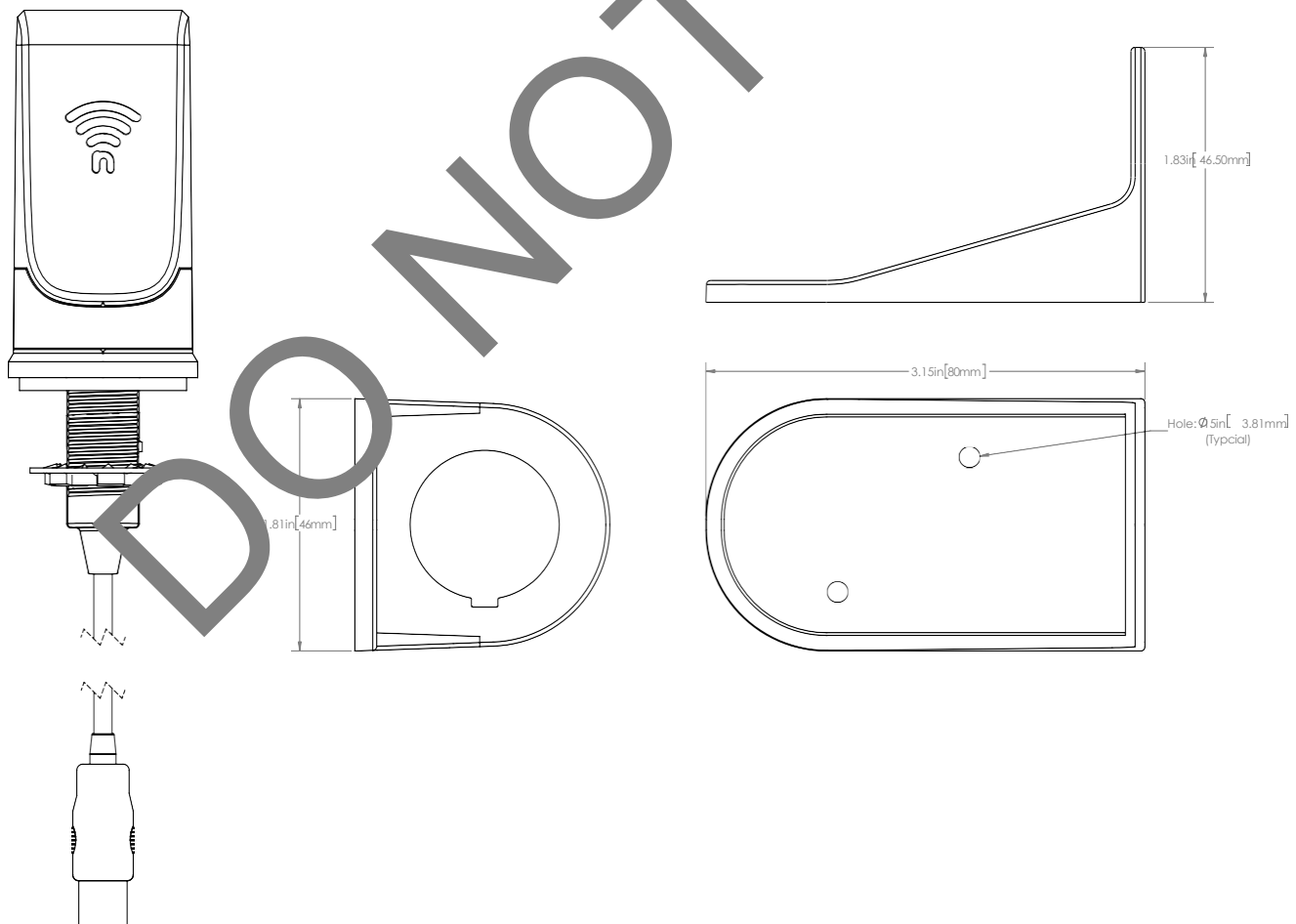
Notes:

1. Wireless Range is subject to site-specific conditions. See nLight AIR Design Guide for more information.
2. Dedicated signal extender/repeater device. Product is equivalent to [RPP20 EFP G2](#). See spec sheet for product details.

SPECIFICATIONS

- Dimensions: 5" h x 1.62" l x 1.62" d
Product Weight: 5.8 oz
Trim Color: White
Enclosure Material: Technomelt™ (high performance thermoplastic polyamide)
Max Humidity: 0-95% non-condensing
Operating Temperature: -40°C to 65°C
Mounting: Ceiling mount, wall mount, panel mount (with included bracket)
Radio Frequency: Dual Radio: 900MHz & 2.4GHz
RF Transmit Power: 900Mhz: up to 27 dBm
2.4GHz: up to 10.4 dBm
Wireless Standard: 900MHz: IEEE 802.15.4-based
2.4GHz: Version 4.0+ of the Bluetooth specification
Wireless Range: 1,000 ft line of sight, 150 ft range in standard indoor construction¹
Connected nLight AIR devices support repeating broadcasts to increase initial broadcast range
Security: Application Data Encryption: AES-128 bit
Mutual Entity Authentication
Message Confidentiality
Message Authentication and Replay Prevention
Limited Anonymity
Complies with California Civil Code Title 1.81.26, Security of Connected Devices, approved under Senate Bill No. 327 (2018)
Regulatory Compliance: FCC: 2ADCB-RMODITHP, IC: 6715C-RMODITHP
Safety: Canada & US UL Listed; RoHS Compliant
Cable: 16 ft; not plenum rated

MECHANICAL AND MOUNTING DETAILS



SP-12

OVERVIEW

The rCMSB family of nLight AIR-enabled wireless ceiling/surface mount occupancy and daylight sensors provide a range of sensor solutions for a wide variety of ceiling applications. The rCMSB sensor utilizes analog Passive Infrared (PIR) detection and are available with several lens options, providing flexibility for multiple mounting height and coverage pattern requirements. It also has an integrated photosensor, with automatic daylight harvesting/dimming control available during programming.

The rCMSB is battery powered for ease of installation where line power is not easily accessible and communicates with one or more nLight AIR-enabled fixtures or Power Packs to enable control of fixtures individually or in groups.

FEATURES

- Powered with three off-the-shelf lithium AA batteries and rated for 10 years of use, minimizing battery replacement.
- Analog PIR Detection and optional Passive Dual Technology (PDT) occupancy that adds Microphonics to look and listen for occupants in the space.
- A recessed mount option that takes the tools out of your hands, installing in a standard 3" hole and delivering the lowest profile of any independent occupancy sensor
- Integrated, dimming photosensor included — Photocell views down through sensor lens
- LED status indicator to indicate motion during operation and provide feedback during startup
- Adjustable settings (e.g. occupancy time delays, photocell set-points) via CLAIRITY™+ mobile app
- Batteries are included and preinstalled, allowing for a simple unbox and mount installation
- Communicates with nLight AIR devices via radio frequency (RF) in the 900MHz spectrum

Warranty

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nLight® AIR
rCMSB
Ceiling Mounted
Battery Powered
Smart Sensor



Items marked by a shaded background qualify for the Design Select program and ship in 5 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

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Design Select options indicated by this color background.

ORDERING INFORMATION

rCMSB		Example: RCMSB 7 G2				
Series / Detection	Detection	Lens		Mounting Type		Generation
RCMSB nLight AIR occupancy and daylight sensor	[blank] PIR Detection PDT Dual Tech PIR/Microphonics ¹	7 Low Mount 360 ¹	45 High Mount 360 ^o	[blank] Surface Mount	RECM Recessed Mount	G2 Generation 2 compatibility
		45A High Mount Aisleway		JBM J-Box Mount		

Accessories

MASKKIT RCMSBACC J5 Masking Labels*

Notes:

1. PDT is only available with the 7 lens.

*Must order in quantities of 5

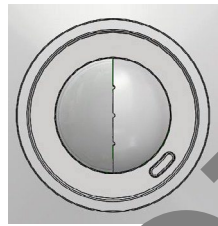
SPECIFICATIONS

Product Weight 4.3 oz
 Color Matte White
 Enclosure Material Polycarbonate/ABS
 Max Humidity 95% non-condensing
 Mounting Surface mountable to concrete, drywall, ceiling tile or metal.
 Recessed mountable in drywall or ceiling tile applications.
 Operating Temperature -40°F to 140°F (-40°C to 60°C)
 Radio Frequency Dual Radio: 900MHz & 2.4GHz
 RF Transmit Power 900Mhz: up to 20 dBm
 2.4GHz: up to 10.4 dBm
 Wireless Standard 900MHz: IEEE 802.15.4-based
 2.4GHz: Version 4.0+ of the Bluetooth specification
 Security Application Data Encryption: AES-128 bit
 Mutual Entity Authentication
 Message Confidentiality
 Message Authentication and Replay Prevention
 Limited Anonymity
 Regulatory Compliance: FCC ID: 2ADCB-RMODIT3, RoHS Compliant, cULus
 IC: 6715C-RMODIT3
 IFETEL: RCPNLNL20-2057
 Masking Labels Masking Labels are available as a 5 pack to mask off a portion of the lens coverage pattern for end-of-aisle applications.

Out of Box Settings

Daylighting setpoint: 5 fc
 LED behavior: Enabled, responds to occupancy transitions
 Occupancy Time Delay: 10 min* default

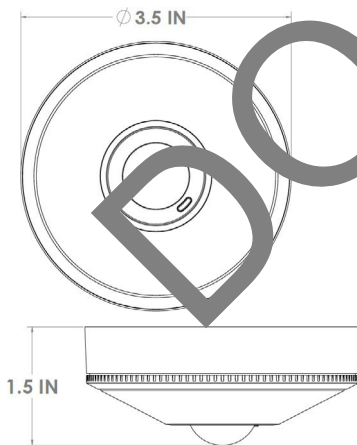
*Note: shorter delay may affect battery life



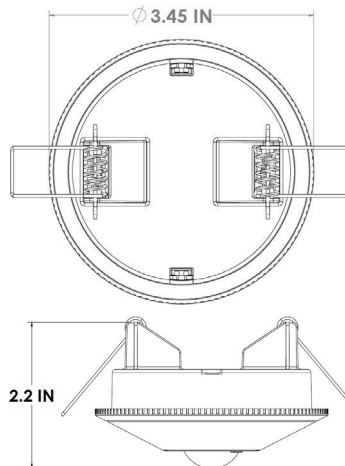
Masking Label

DIMENSIONS

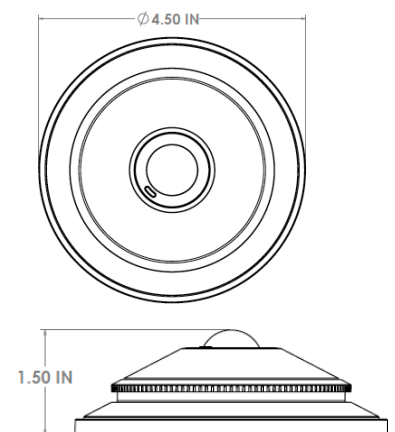
Surface Mount



Recessed Mount



J-Box Mount



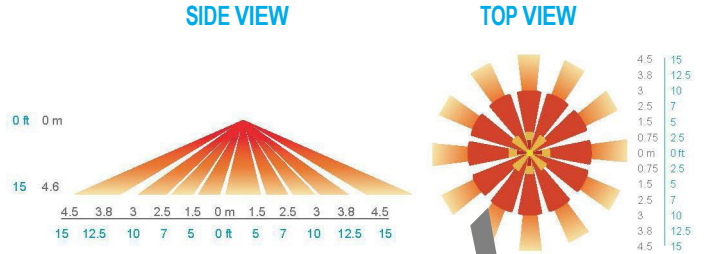
COVERAGE PATTERNS*

Recommended mounting 4' or more away from HVAC vents.

7 – LOW MOUNT 360°



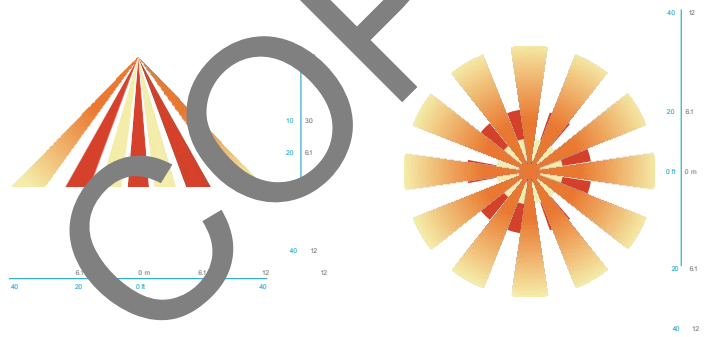
- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection radius of walking motion equivalent to the mounting height (up to 15'). For mounting heights between 15' and 20', multiply the mounting height by .875 to determine the initial detection radius for walking motion (ex. 20' x .875 = 17.5' radius).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)



45 – HIGH MOUNT 360°



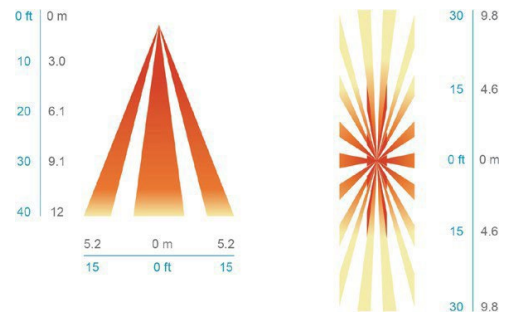
- Optimized full coverage pattern for 10 – 40 ft. (3.1 – 12 m)
- Reliable detection of large motion (e.g. pedestrian walking traffic) up to 30 ft. (9.1 m) mounting height
- Reliable detection of extra-large motion (e.g. forklift traffic) up to 40 ft. (12 m) mounting height



45A – HIGH MOUNT AISLEWAY



- Optimized bi directional coverage pattern for aisleway with 10 – 40 ft. (3.1 – 12 m) mounting height
- 1.5x's mounting height equals approximate detection range
- Reliable detection of large motion (e.g. pedestrian walking traffic) up to 30 ft. (9.1 m) mounting height
- Reliable detection of extra-large motion (e.g. forklift traffic) up to 40 ft. (12 m) mounting height



Coverage pattern shown is derived from NEMA WD7 testing

OVERVIEW

The rPP PCD power pack is an adaptive phase control dimmer that delivers significant performance and design versatility. It is designed to control large phase dimmed loads, controlling forward-phase-dimming and reverse-phase-dimming loads as large as 16A at 120VAC and 277VAC. Long range wireless communication and the rPP PCD's ability to control full circuits make this device ideal for controlling phase-dimmed loads in both new construction and renovation projects.

FEATURES

- Provides phase dimming control for 2-wire dimming fluorescent, electronic low voltage, incandescent, and magnetic low voltage loads¹
- Controls loads as small as 0A and as high as 16A at 120VAC and 277VAC
- Power monitoring is standard via current measurement with +/- 2% accuracy
- Intelligently selects appropriate dimming method
- Optional built-in, UL 924 compliant emergency options for simpler installation
- Meets NEMA SSL 7A for flicker-free dimming performance²
- Includes a replaceable fuse, which protects the device from overload and short circuit faults
- Programmable return to last state capability

Warranty

Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty-terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.



rPP PCD Phase Adaptive Dimming Power Pack



ORDERING INFORMATION

rPP PCD EFP G2				
Series	Emergency	Fault Protection	Territory Compliance	Generation
rPPPCD Phase Adaptive Dimming Power Pack	[blank] None ER UL 924 Emergency Operation, via power sense leads EM ³ UL 924 emergency operation, via separate normal power sensing device	EFP External Fault Protection	[blank] None CP Chicago Plenum	G2 Generation 2 compatibility

ACCESSORIES	
NPP FUSE J10	Replacement Fuse

Notes:

1. See Output Ratings section for supported loads, load sizes, and dimming types.
2. Meets NEMA SSL 7A when operating in forward-phase mode with Low Trim Level set to 24V. 120VAC applications only.
3. EM devices require an nLight AIR device in the same group to be connected to normal power for wireless normal power detection. See the UL 924 Response section for more information.

SPECIFICATIONS

Electrical	Input Ratings	120-277VAC, 50/60 Hz
	Relay Type	Zero-cross, Latching
	Class Rating	Class 1
	Current Monitoring	Minimum Current required to ensure +/- 2% Accuracy
Mechanical	Dimensions	4.82"H x 4.72"W x 3.53"D (122mm x 120mm x 90mm) - includes heat sink and 3/8" chase nipple
	Weight	24oz
	Mounting	1/2" Knockout (7/8" hole)
	Wires	12 AWG stranded
	Enclosure Color	White (standard), Red (ER & EM)
Environmental	Warrantied Operating Temperature	Standard: -20°C to 50°C (-4°F to 122°F) Standard: -20°C to 40°C (-4°F to 104°F) if installed within an enclosure
	Relative Humidity	Up to 90%, Non-Condensing
General	Standards/ Ratings	System Component to aid in compliance with Title 24, ASHRAE 90.1, IECC
	NEMA	NEMA SSL 7A NEMA 410
	cULus	UL 916 (E167435) UL 924 (EM & ER) UL 2043
	CSA	CSA-22.2 No. 141-15
	RoHS	Compliant
	Security	Application Data Encryption: AES-128 bit Mutual Entity Authentication Message Confidentiality Message Authentication and Replay Prevention Limited Anonymity Complies with California Civil Code Title 1.81.26, Security of Connected Devices, approved under Senate Bill 10327 (2018)
	Radio Frequency	Dual Radio: 900MHz & 2.4GHz
	RF Transmit Power	900MHz: up to 20dBm 2.4GHz: up to 10.4 dBm
	Wireless Standard	900MHz: IEEE 802.15.4-based 2.4GHz: Version 4.0+ of the Bluetooth specification
	Wireless Range	900MHz: Up to 1,000 ft. (~304m) in free space/ line of sight Minimum of 150 ft through typical construction 2.4GHz: Up to 60 ft. (~18m) in free space/ line of sight
	Regulatory Compliance	FCC ID: 2ADCB-RMODIT3 IC: 6715C-RMODIT3 IFETEL: RCPNLL20-2057
	Programming Tool	CLAIRITY™+ Mobile App

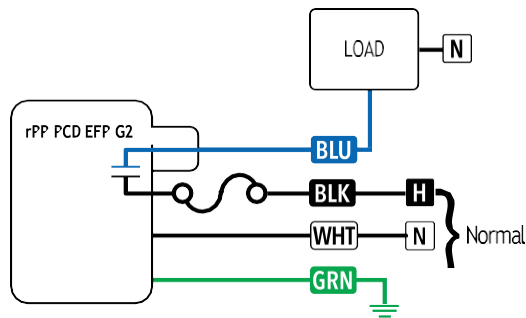
Output Ratings

Device Type	RPP PCD, NO ENCLOSURE	RPP PCD, NO ENCLOSURE	RPP PCD IN ENCLOSURE	RPP PCD IN ENCLOSURE
Ambient Temperature	-20°C to 40°C	-20°C to 50°C	-20°C to 40°C	-20°C to 50°C
Operating Voltage	120VAC - 277VAC	120VAC - 277VAC	120VAC - 277VAC	120VAC - 277VAC
General Purpose	16A	14A	12A	10A
Incandescent (Tungsten)	16A	14A	12A	10A
Magnetic Low Voltage (Inductive)	16A	14A	12A	10A
Electronic Low Voltage (Non-Inductive)	16A	14A	12A	10A

Note: Where enclosures are required, such as for Chicago Plenum, enclosure dimensions should not be smaller than 12"x12"x6", and only contain one rPP PCD per enclosure.

WIRING (Do Not Wire Hot)

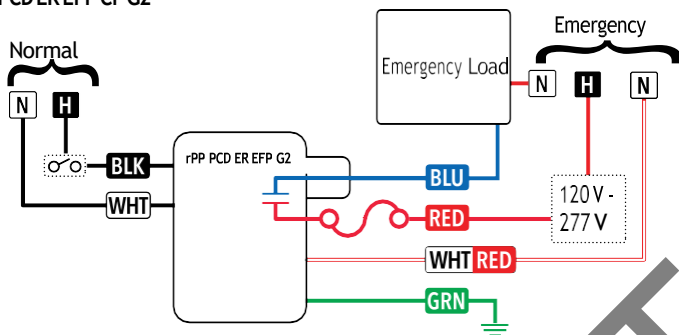
rPP PCD EFP G2
rPP PCD EFP CP G2



Legend

BLK - Unswitched Hot 120-277
WHT - Neutral
BLU - Switched Output
GRN - Ground

rPP PCD ER EFP G2
rPP PCD ER EFP CP G2



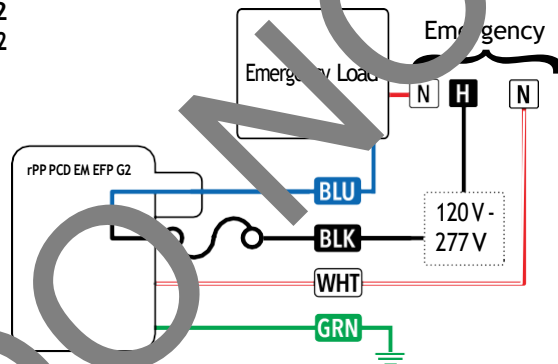
Legend

RED - Unswitched Emergency Hot 120-277
WHT/RED - Emergency Neutral
BLK - Unswitched Normal Hot 120-277
WHT - Norm. Neutral
BLU - Switched Output
GRN - Ground
Optional Test Switch (by others)

UL 924 Sequence of Operation: nLight AIR Devices with ER Option

ER devices use an unswitched normal hot to detect the presence of normal power. ER devices will remain at their high-end trim and ignore wireless lighting control commands when normal power is not present on the unswitched normal hot.

rPP PCD EM EFP G2
rPP PCD EM EFP CP G2



Legend

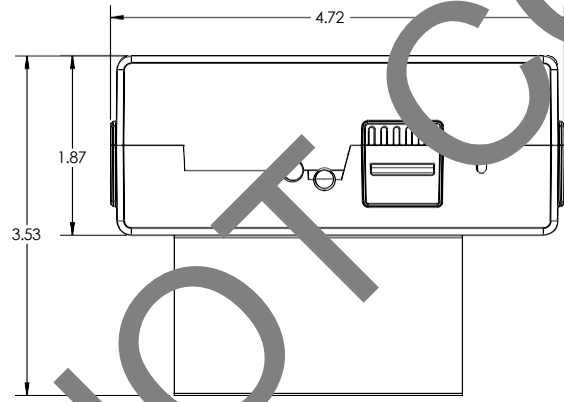
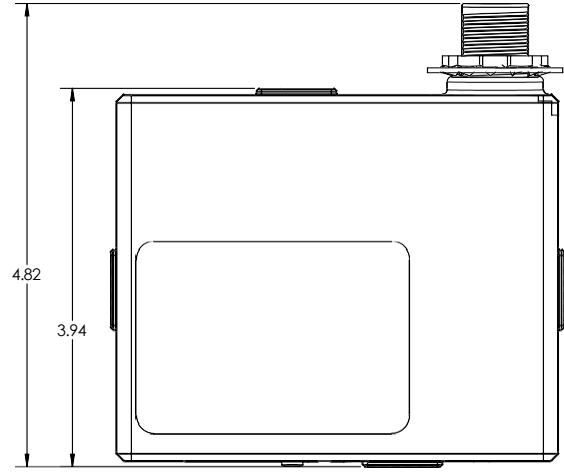
BLK - Unswitched Emergency Hot 120-277
WHT - Emergency Neutral
BLU - Switched Output
GRN - Ground

UL 924 Response – nLight AIR Devices with EM Option

The below information applies to all nLight AIR devices with an EM option.

- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
- Using the CLAIRITY™+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, rPP PCD, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

DIMENSIONS



DO NOT COPY

OVERVIEW

The nLight® AIR rPODBA is a wireless, battery-powered wall switch including toggle and/or raise lower features with optional multi-pole control. It provides a user with local control of a lighting zone. A true wire-free switch, these single gang decorator style devices have soft-click buttons and a green LED indicator for each button. The wall switches communicate with other nLight AIR devices via radio frequency (RF). A battery-powered wall switch can work with any nLight AIR enabled fixture or power pack to provide toggle switch operation. Wall switches with the DX option have the added ability to adjust the level of any nLight AIR controlled dimmable light fixture.

FEATURES

- Powered with three off-the-shelf lithium AAA batteries and rated for 10 years of normal use, minimizing battery replacement. (Battery replacement with alkaline batteries does not guarantee a 10-year run time.)
- Communicates with nLight AIR devices via radio frequency (RF) in the 900MHz spectrum
- Soft-click push-button control
- Single pole or two pole on/off control with optional raise/lower option ("DX" option)
- 2 or 4 preset scene control fully configurable via CLAIRITY™+ mobile app
- Maximum of 4 total preset scenes per nLight AIR group
- Batteries are included and preinstalled, allowing for a simple unbox and mount installation
- Wireless multi location dimming

CUSTOM BUTTON ENGRAVING

- Custom lettering for units can be specified and ordered at: [nGrave Form](#)
- To ensure color uniformity, ordering templates facilitate specifying all buttons on a unit as custom lettered. Replacing single buttons is not recommended
- Custom buttons will ship separately and require field installation

Warranty

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Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.



This item is an A+ capable component, which has been designed and tested to provide out-of-the-box luminaire compatibility with simple commissioning when included as part of an A+ Certified™ Solution. To learn more about A+, visit www.acuitybrands.com/aplus.



Items marked by a **shaded background** qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

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nLight® AIR
rPODBA:
Battery-Powered
Wall Switch



Note: nLight® AIR devices are only compatible with other nLight AIR enabled devices and are not cross compatible with other nLight product lines at this time.

ORDERING INFORMATION

rPODBA					Example: RPODBA 2P DX WH G2
Series	Poles & Scenes	Dimming Control	Color	Generation	
RPODBA	[blank] Single Pole 2P Two Pole 2S 2 Scene control (2 buttons) 4S	[blank] On/Off Control DX On/Off + Raise/Lower Control	WH White IV Ivory AL Light Almond BK Black GY Gray RD Red	G2 Generation 2 Compatibility	

ORDERING INFORMATION

All rPODBA switches are shipped with wall plates, however, the following order information is available to acquire replacement wall plates.

Wall Plate - Additional or Replacement					
Series	# of Gangs	Color			Packaging
WSXPODA Wall Plates (Standard)	1 GNG Single Gang	WH White	AL ² Light Almond	VP ² Variety Pack	[blank] Single Unit ³
SSW Sealed Covers		IV Ivory	BK ² Black		M5 ² 5 Pack
		GY ² Gray	RD Red		M6 ^{1,2} 6 Pack

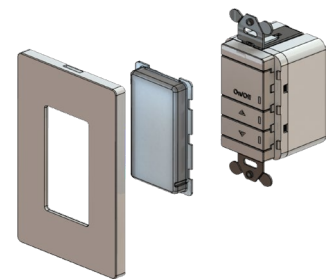
1. Available only for variety pack.
2. Not available for SSW series.
3. Single units only available for SSW series.

Accessories	
RPODBA MOUNTRING	Replacement mounting ring for rPODBA and rPODB switches
SSW 1GNG WH	Sealed screwless wall plate to prevent liquid intrusion, white
SSW 1GNG IV	Sealed screwless wall plate to prevent liquid intrusion, ivory
SSW 1GNG RD	Sealed screwless wall plate to prevent liquid intrusion, red

WALL SWITCH CLEANING

It will occasionally be necessary to clean the wall switches. All rPODBA switches may be wiped down with a soft cloth or paper towel dampened with glass cleaner, vinegar and water, hydrogen peroxide, or a mild abrasive. Spray a limited amount on the cloth or paper towel prior to applying. Do not spray cleaner or disinfectants directly, and do not wipe the switches down with a towel saturated (drips when wrung out) with cleaner.

If the ability to clean the switches using chemical spray disinfectants is desired, we recommend the use of the Sealed Screwless Wall Plate (SSW). The Sealed Screwless Wall Plate is a cover for the standard wall plate, designed with an IP54 rating. It consists of a transparent silicone rubber layer that covers the wall switch to prevent liquids from entering the wall switch while maintaining a tactile button feel. The Sealed Screwless Wall Plate is the ideal solution to prevent liquids from entering the wall switch while maintaining a tactile button feel. The Sealed Screwless Wall Plate is the ideal solution to help protect a wall switch from fluid entering the device while enabling the use of disinfectants recommended by the EPA for use against SARS-CoV-2, the coronavirus that causes COVID-19, which often require spraying or saturating the surface.

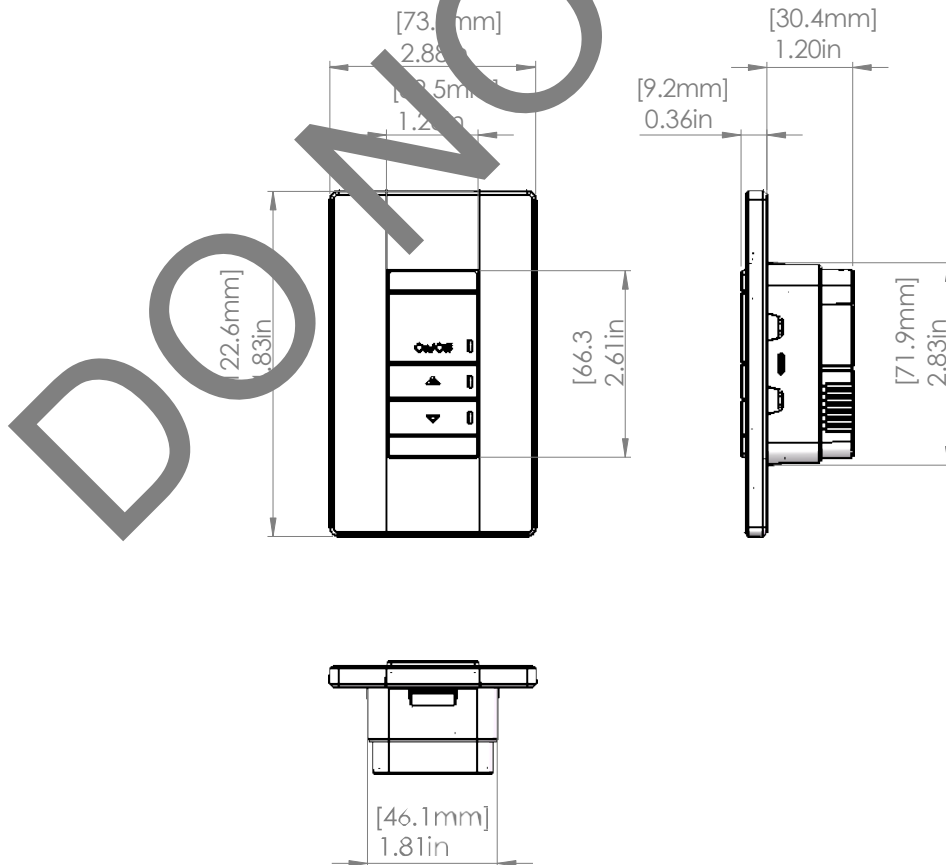


For more information on the [Sealed Screwless Wall Plates](#)

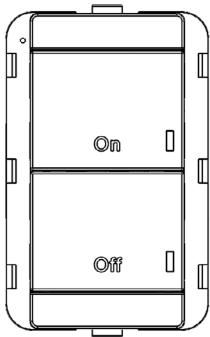
SPECIFICATIONS

Dimensions	WallPod (including wall plate): 4.83" H x 2.88" W x 1.56" D (122.6mm x 73.1mm x 39.6mm) WallPod (without wall plate): 2.61" H x 1.28" W x 1.56" D (66.3mm x 32.5mm x 39.6mm)
Weight	4.25 oz
Mounting	Single Gang Switch Box or Low Voltage Ring
Color	White, Ivory, Lt.Almond, Gray, Red, Black
Operating Temperature	-40°F to 140°F (-40°C to 60°C)
Relative Humidity	Standard: 20 to 75% non-condensing
Radio Frequency	Dual Radio: 900Mhz & 2.4GHz
RF Transmit Power	900Mhz: +20dBm; 2.4GHz: Variable
Wireless Standard	900MHz: IEEE 802.15.4-based 2.4GHz: Version 4.0+ of the Bluetooth specification
Wireless Range	900MHz: Up to 1,000 ft. (~304m) in free space/ line of sight Minimum of 150 ft through typical construction 2.4GHz: Up to 60 ft. (~18m) in free space/ line of sight
Security	Application Data Encryption: AES-128 bit Mutual Entity Authentication Message Confidentiality Message Authentication and Replay Prevention Limited Anonymity Complies with California Civil Code Title 1.81.26, Security of Connected Devices, approved under Senate Bill No. 327 (2018)
Regulatory Compliance	FCC ID: 2ADCB-RMODIT3 RoHS IC: 6715C-RMODIT3 IFETEL: RCPNLNL20-2057 UL 916 (E110912)
Battery Type	3 AAA lithium (included)
Battery Life	10 years (with lithium batteries)
Programming Tool	CLAIRITY™+ mobile app

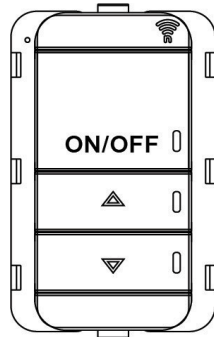
DIMENSIONS



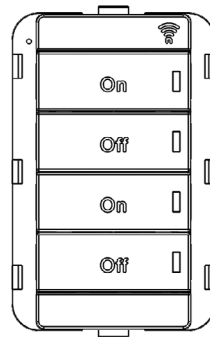
DEFAULT LABELING



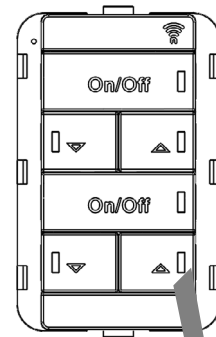
rPODBA



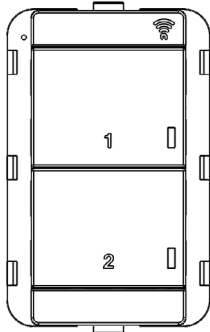
rPODBA DX



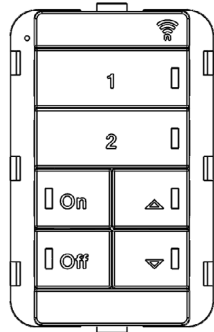
rPODBA 2P



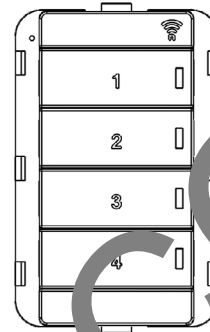
rPODBA 2P DX



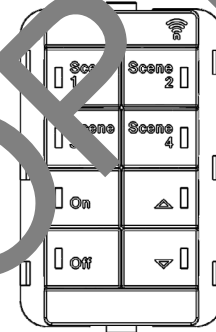
rPODBA 2S



rPODBA 2S DX



rPODBA 4S



rPODBA 4S DX

DO NOT COPY

INSTALLATION OVERVIEW

Installation of the rPODBA is simple, wire free, and does not require special tools. Follow the instructions below to install the rPODBA wall switch.

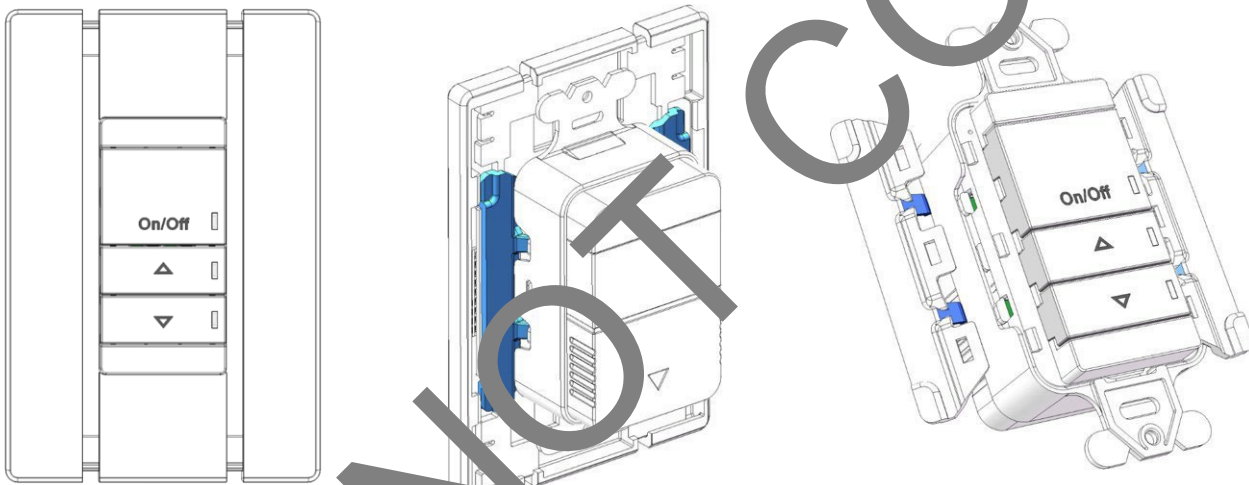
OUT-OF-THE-BOX DECORA WALL PLATE

- Remove the wall plate from the device by pulling the sides out to expand the wall plate and release it from the mounting flanges.
- Connect the unit to the gang box
 - The unit will connect to the gang box by screws, one at the top and one at the bottom
 - To ensure correct wall plate installation, drive the screws until the mounting flanges contact the wall surface. If the screws are overdriven, the mounting flanges will disengage, preventing wall plate installation. If this happens, reattach the mounting flange(s) and install to correct position. (The flanges may be reattached by inserting the two tabs in the side of the unit and pushing the part inward to engage the three snaps.)
- Reattach the wall plate
 - Expand the wall plate horizontally
 - Place the wall plate onto the unit
 - Contract the horizontally expanded wall plate onto the unit such that the side flange features seat inside the wall plate
- No wiring needed

OFF-THE-SHELF DECORA WALL PLATE

When installing the unit with standard off-the-shelf decora wall plates, the following steps should be followed.

- Remove the Acuity wall plate from the device by pulling the sides out to expand the wall plate and releasing it from the mounting flanges.



- Unhook and remove the side flanges from the device
- Connect the unit to the gang box
 - The unit will connect to the gang box by screws, one at the top and one at the bottom
- Attach the wall plate

DO NOT COPY



LC0.1	DETAILS & WIRING DIAGRAMS
LC1.0 THRU LC1.3	SYSTEM LAYOUT PAGES
LC1.B	SYSTEM BACKBONE

SP-25



**FOR SUBMITTAL:
NOT FOR CONSTRUCTION**

THIS DESIGN LAYOUT IS FOR SUBMITTAL ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. PROVIDE APPROVED FIXTURE SUBMITTAL PACKAGE FOR THIS PROJECT AND REQUEST "FOR CONSTRUCTION" LAYOUT.

Revision	Date
REV12	8/27/2024
REV11	4/30/2024
REV10	2/14/2024
REV9	1/24/2024
REV8	1/2/2024
REV6	10/23/2023
REV5	5/23/2023
REV4	3/20/2023
REV3	4/14/2023
REV2	7/18/2022
REV1	12/15/2022
Date:	10/10/2022
Scale:	NOT TO SCALE
Drawn By:	SAIKET
Project #:	495821
DWG Ref:	NONE
Sheet:	LC0.0

MISSION VIEJO CITY HALL
MISSION VIEJO, CA



LINE (120-277V~)
NEUTRAL
GROUND

nBRG8 KIT

TO ADDITIONAL nLIGHT DEVICES (SEE LAYOUTS)
TO ADDITIONAL nLIGHT DEVICES (SEE LAYOUTS)
TO ADDITIONAL nLIGHT DEVICES (SEE LAYOUTS)

TO ADDITIONAL nLIGHT DEVICES (SEE LAYOUTS)
TO ADDITIONAL nLIGHT DEVICES (SEE LAYOUTS)
TO ADDITIONAL nLIGHT DEVICES (SEE LAYOUTS)

BLK- 120V/ N H
ORG 277V
PS 150
— WHITE —
BLK/ORG

RED
BLACK

C C
TO
PS150

LAN
BY OTHERS

WIRE LEGEND

- A CAT 5-E (CLASS 2)
- C LOW VOLTAGE

TYPICAL WIRING DIAGRAM: nECY MVOLT ENC GFXK

N.T.S.

nLight AIR System Notes:

- INITIAL NETWORKED nLIGHT AIR DEVICES SHOULD BE LOCATED WITHIN 100 FEET OF AN nLIGHT AIR ADAPTER IN INDOOR APPLICATIONS, UNLESS A SITE SURVEY HAS BEEN DONE TO CONFIRM OTHERWISE.
- FOR MAXIMUM RANGE, THE nLIGHT AIR ADAPTER, WHICH IS USED FOR NETWORK COMMUNICATION, SHOULD BE MOUNTED IN AN OPEN INDOOR AREA (SUCH AS A CORRIDOR) AND SHOULD NOT BE LOCATED IN AN ENCLOSED SPACE (SUCH AS AN ELECTRICAL CLOSET).
- A MAXIMUM 1,000-FOOT, LINE-OF-SIGHT DISTANCE SHOULD BE USED FOR OUTDOOR APPLICATIONS WHERE LINE OF SIGHT IS AVAILABLE BETWEEN THE nLIGHT AIR ADAPTER AND DEVICES RECEIVING AN INITIAL BROADCAST.
- AN nLIGHT ECLYPSE WITH CONNECTED nLIGHT AIR ADAPTER CAN SUPPORT 750 DEVICES TOTAL. STANDALONE nLIGHT AIR GROUPS CAN CONTAIN UP TO 128 nLIGHT AIR DEVICES, AND ALL DEVICES SHOULD BE LOCATED WITHIN A MAXIMUM OF 1,000 FEET CLEAR LINE-OF-SIGHT OF EACH DEVICE WITHIN THE GROUP.
- SOME CEILING MOUNTED nLIGHT AIR SENSORS WILL REQUIRE A CONNECTED nLIGHT AIR SUPPLY OR nLIGHT AIR POWERPACK FOR LOW VOLTAGE POWER. SEE THE RCMS SPECIFICATION SHEETS FOR MORE INFORMATION. BATTERY POWERED SENSORS ARE AVAILABLE FOR INDOOR APPLICATIONS (RCMSB SENSORS). SEE THE RCMSB SPECIFICATION SHEETS FOR MORE INFORMATION.
- SOME BATTERY POWERED nLIGHT AIR SWITCHES AND CEILING MOUNTED SENSORS (RPODB AND RCMSB SERIES) INCLUDE AN INTERNAL BATTERY, RATED FOR A 10-YEAR LIFE EXPECTANCY. LINE-VOLTAGE POWERED SWITCHES ARE AVAILABLE. SEE THE RPOD SPECIFICATION SHEET FOR MORE INFORMATION ON AVAILABLE OPTIONS.
- nLIGHT AIR DEVICES MUST BE PROGRAMMED THROUGH THE CLAIMER PRO MOBILE APPLICATION BEFORE THEY CAN BE CONTROLLED OR NETWORKED TO AN nLIGHT ECLYPSE WITH A CORRESPONDING nLIGHT AIR ADAPTER.

NOT COPY

nLIGHT AIR ADAPTER (RPOD)

CEILING

PLEASE SEE USB EXTENDER INSTALLATION GUIDE FOR MORE INFORMATION

REQUIRES 120V POWER

nLIGHT ECLYPSE (NECY)

USB CABLE

CAT6 CABLE:
LENGTH UP
TO 150'

WALL ADAPTER
REQUIRES 120VAC POWER

NOTES:

EVERY nLIGHT ENABLED DEVICE (INCLUDING nLIGHT ENABLED FIXTURES) IS FURNISHED WITH PERMANENTLY ADHERED ID TAG AND (1) MATCHING, PARTIALLY ADHERED ID TAG TO BE PLACED ON THE RISER DIAGRAM SHEET PROVIDED AS PART OF AN nLIGHT SUBMITTAL DURING INSTALLATION AND PRIOR TO FACTORY STARTUP. CONTRACTOR SHALL PLACE EACH ID TAG BELOW EACH CORRESPONDING DEVICE SHOWN ON RISER DIAGRAM TO FACILITATE FACTORY STARTUP. FAILURE TO COMPLY MAY RESULT IN STARTUP DELAYS AND ADDITIONAL COSTS AT THE CONTRACTOR'S EXPENSE. DO NOT PLACE DEVICE STICKERS ON FLOOR PLAN UNLESS REQUIRED TO EXECUTE nFLOORPLAN SERVICE. REFER TO nFLOORPLAN SERVICE NOTES ON THIS SHEET FOR SPECIFIC REQUIREMENTS.

THE SMALL BARCODE LABELS INCLUDED WITH ALL nLIGHT DEVICES AND nLIGHT ENABLED FIXTURES MUST BE PLACED ON A PRINTED PLAN BY THE INSTALLER PRIOR TO ONSITE SYSTEM STARTUP.

THE BARCODE INDICATES THE UNIQUE ID OF EACH nLIGHT DEVICE. DURING SYSTEM STARTUP TO PROGRAM DEVICES WITH THE CORRECT GROUP ID AND nLIGHT AIR ADAPTER, SYSTEM STARTUP WILL REQUIRE ADDITIONAL DAYS ON THE JOB TO LOCATE DEVICES.

BARCODE INSTRUCTIONS:

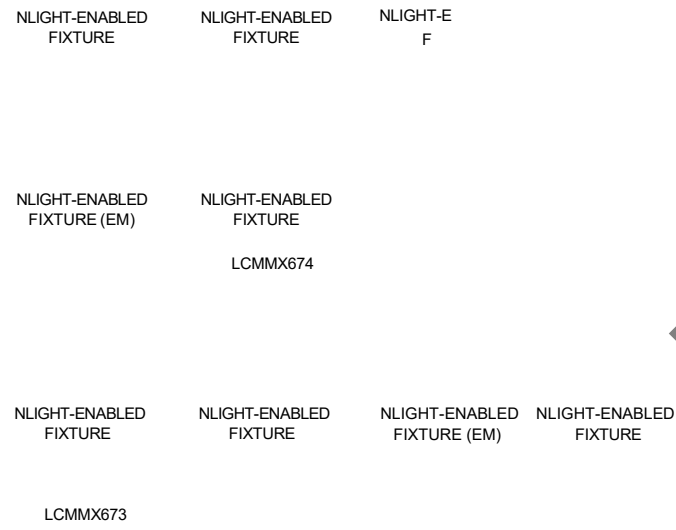
- PRINT A PLAN OF THE INSTALLATION AREA TO A MINIMUM D SIZE (24DX36). THE PLAN MAY BE A REFLECTED CEILING PLAN, LIGHTING PLAN, OR ELECTRICAL PLAN, SO LONG AS THE DEVICES CAN BE LOCATED BY THE FIELD SUPPORT ENGINEER.
- PLACE THE SMALL BARCODE LABEL (60X100) FROM EACH LUMINAIRE AND DEVICE ON THE FLOORPLAN. THE LARGE BARCODE LABEL (80X100) CAN BE USED ON THE OUTSIDE OF ANY HOUSING OR JUNCTION BOX THAT OBSCURES THE NUMBER SHOWN ON THE DEVICE ITSELF.
- SAVE THE PLAN AT THE JOB SITE, AND HAND OVER TO nLIGHT FIELD SUPPORT ENGINEER OR OTHER PERSONNEL RESPONSIBLE FOR ONSITE SYSTEM STARTUP. IT IS ALSO ACCEPTABLE TO PROVIDE THE BARCODE PLAN AS SCANNED PDF FILE EMAILED TO YOUR LOCAL LIGHTING AGENCY. IF YOU DO NOT KNOW YOUR LOCAL LIGHTING AGENCY, PLEASE REACH OUT TO TECH SUPPORT AT 1 (800) 535-2466 EXTENSION 1 FOR nLIGHT. THEY WILL BE ABLE TO IDENTIFY YOUR LOCAL REP.
- DRAW ON PLAN TO INDICATE CHANGES FOR A FIXTURE OR DEVICES, IF DIFFERENT THAN SHOWN ON PLAN.

USB EXTENDER FOR nLIGHT AIR ADAPTER INSTALLATION

N.T.S.

BAR CODE ON nLIGHT ENABLED FIXTURE
TOP VIEW

BAR CODE ON nLIGHT DEVICE

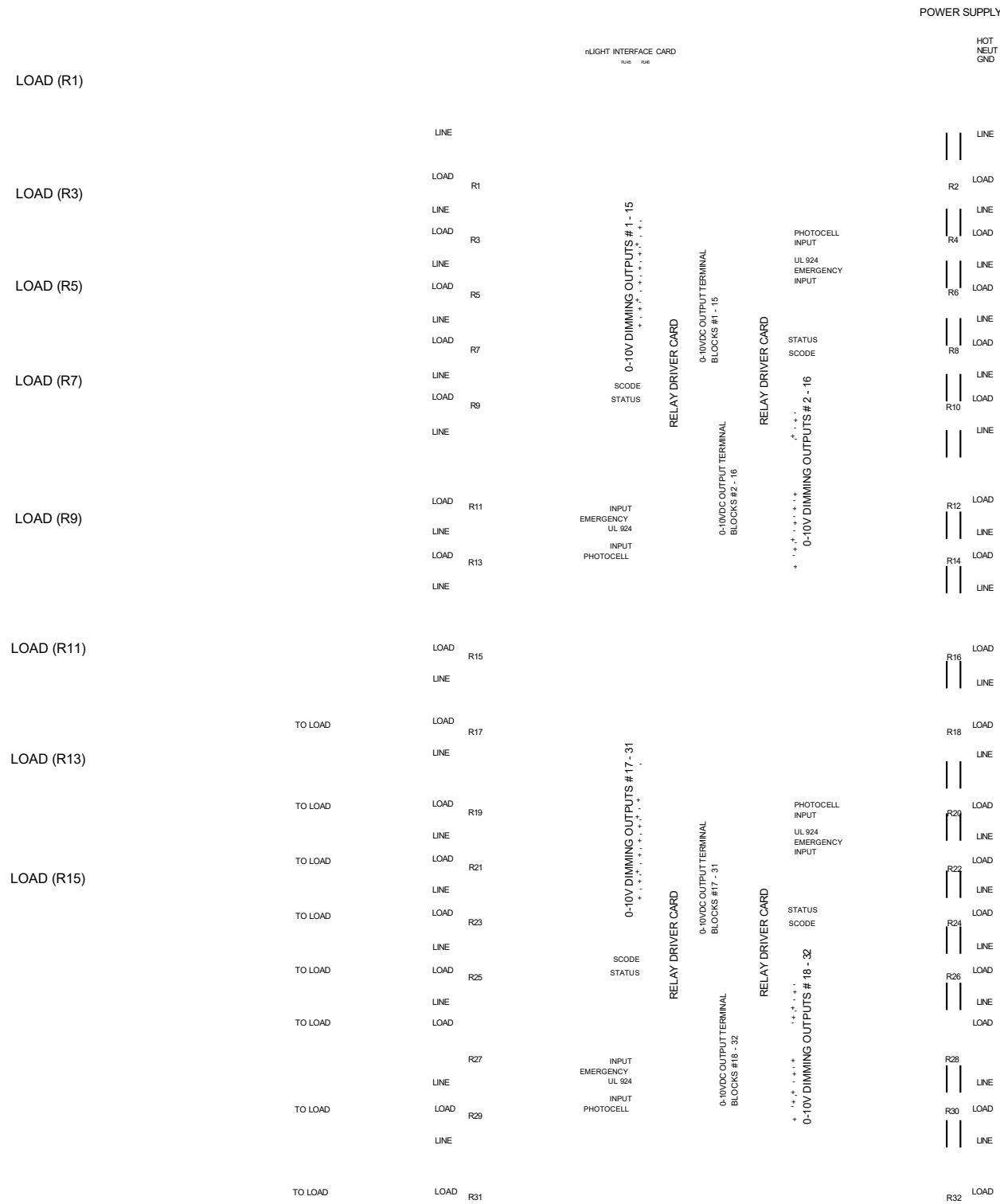


nLIGHT BARCODE INSTRUCTIONS

N.T.S.

Revision	Date
REV12	8/27/2024
REV11	4/30/2024
REV10	2/14/2024
REV9	1/24/2024
REV8	1/2/2024
REV6	10/23/2023
REV5	5/30/2023
REV4	
REV3	

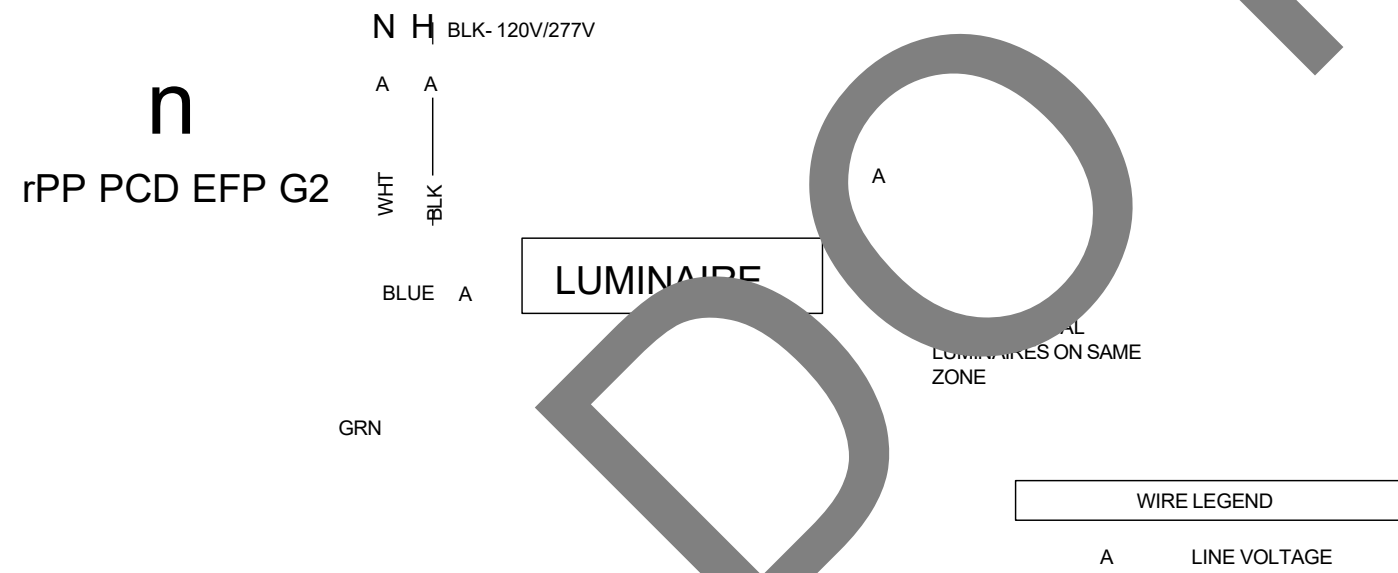
ARP NLT 32FCR



32 RELAY PANEL SHOWN. FOR 24 RELAY PANEL, R25 - R32 WILL BE PROVIDED AS SPACES.

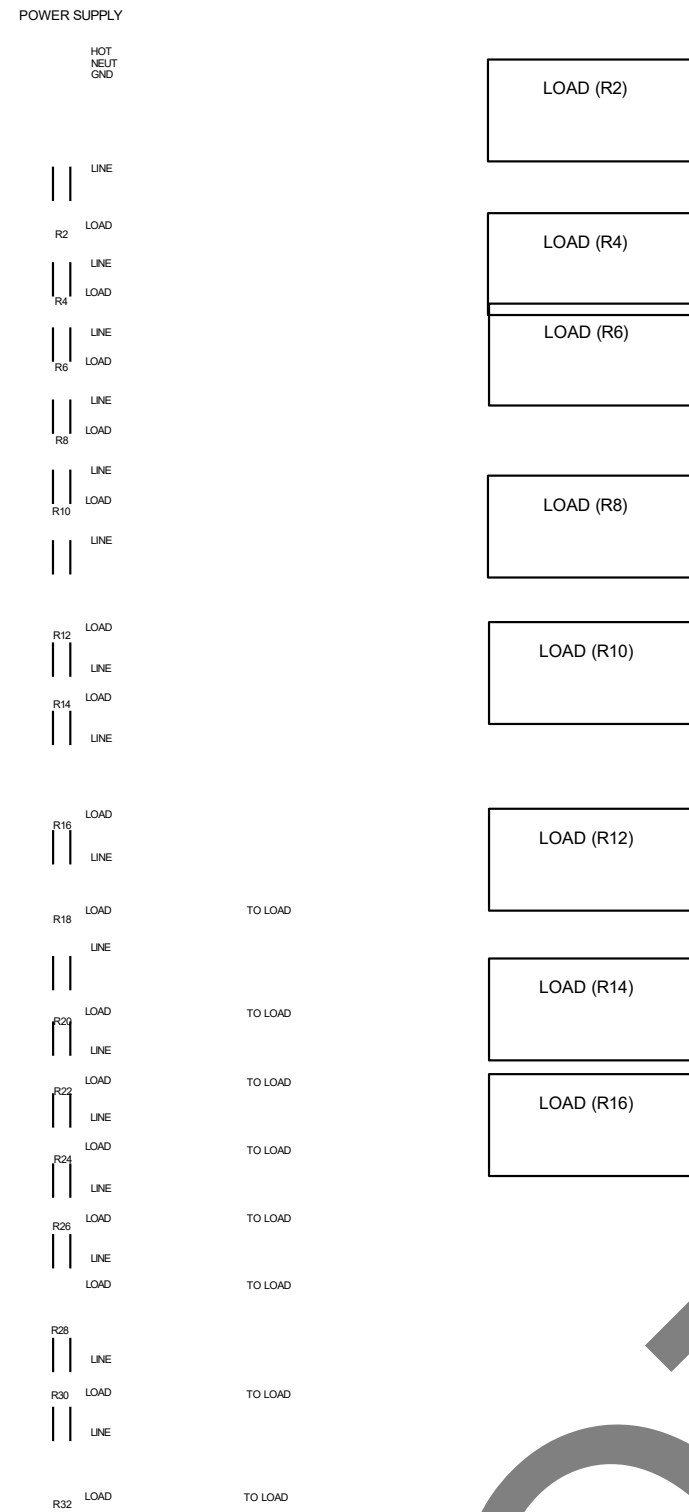
TYPICAL DIAGRAM: ARP NLT 24FCR/32FCR

N.T.S.



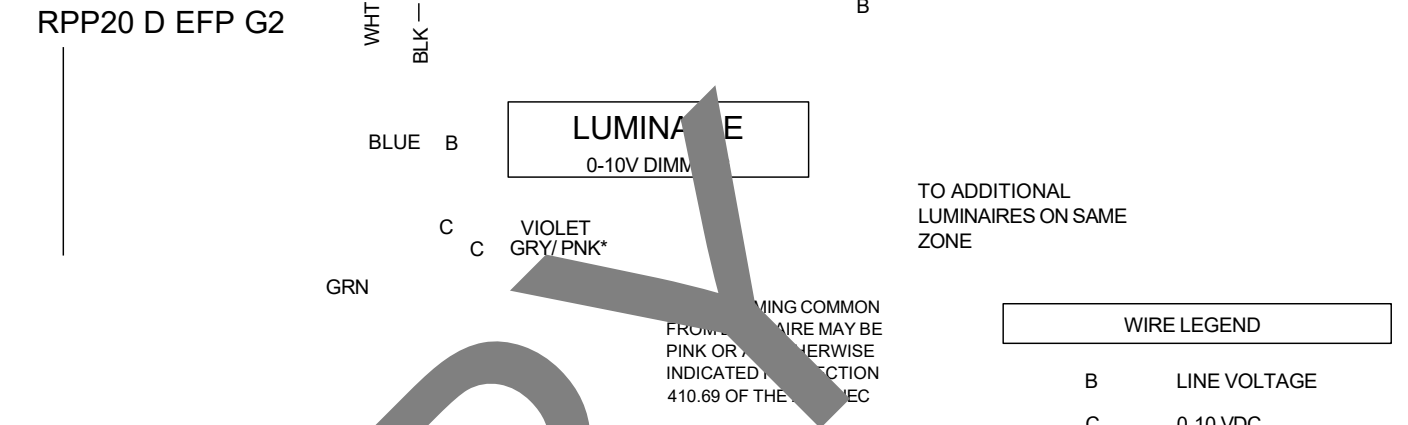
TYPICAL WIRING DIAGRAM: RPP PCD EFP G2

N.T.S.



TYPICAL WIRING DIAGRAM: RPP20 D EFP G2

N.T.S.



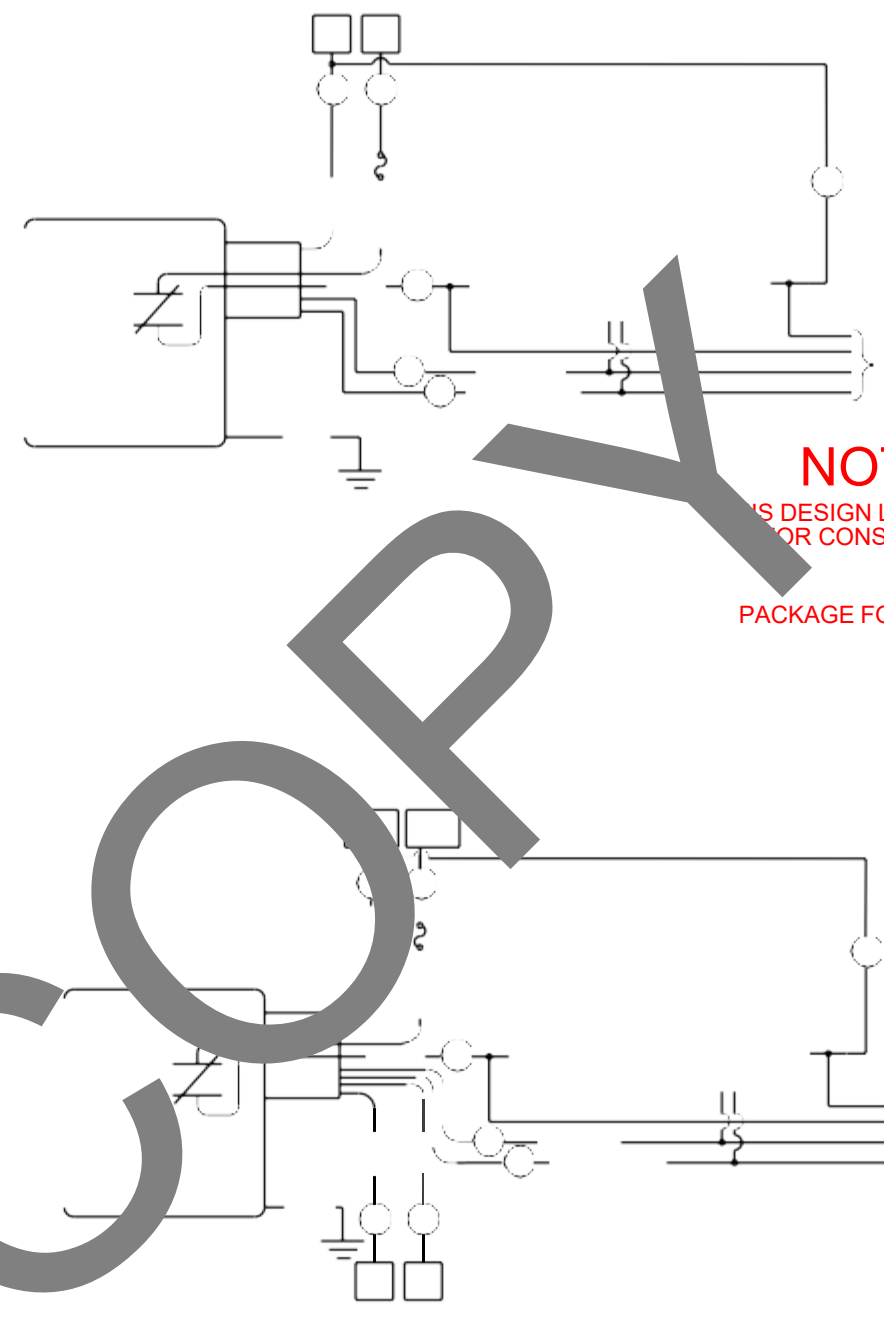
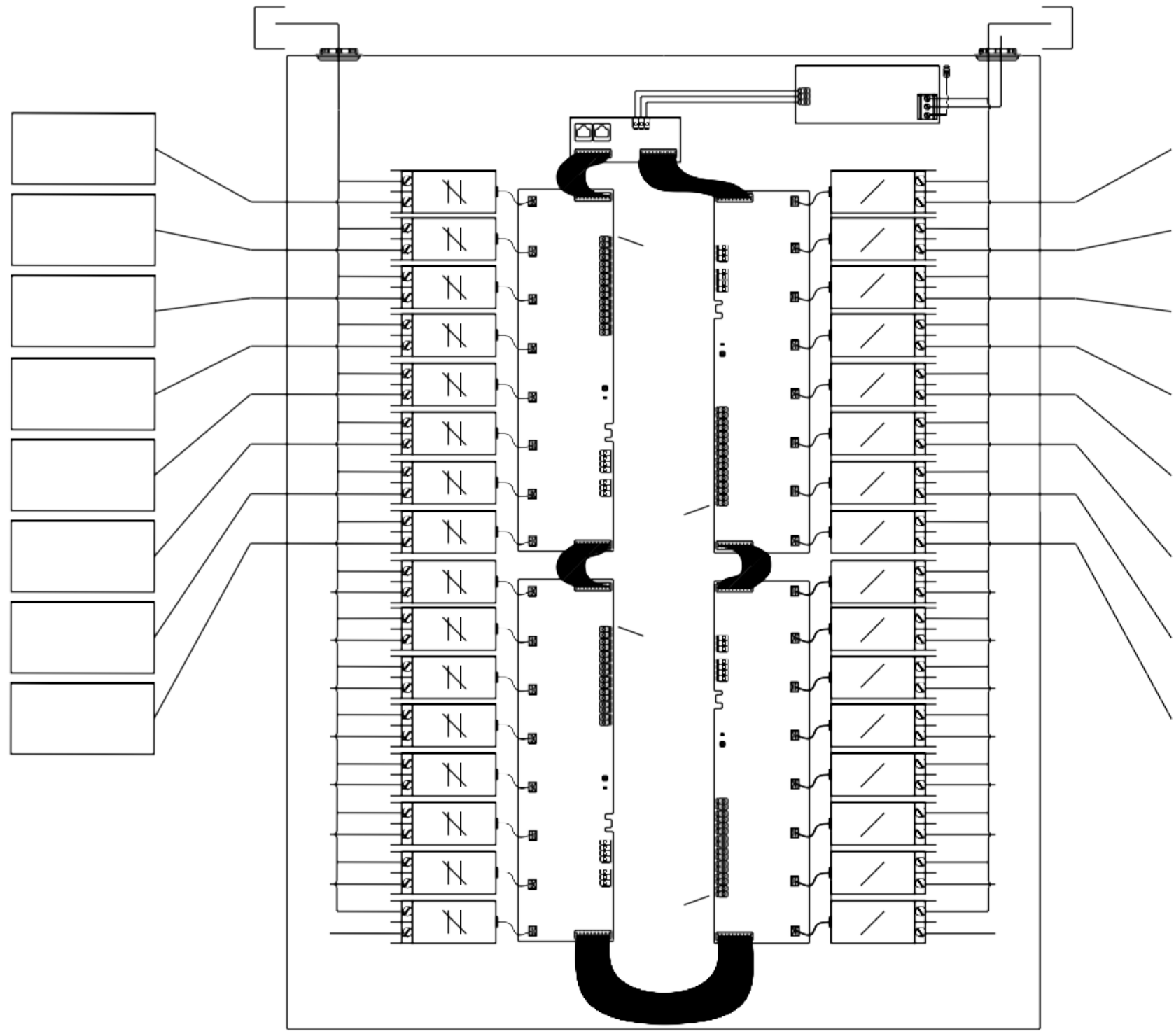
TYPICAL WIRING DIAGRAM: RPP20 D ER EFP G2

N.T.S.

NETWORKED DESIGN NOTES:

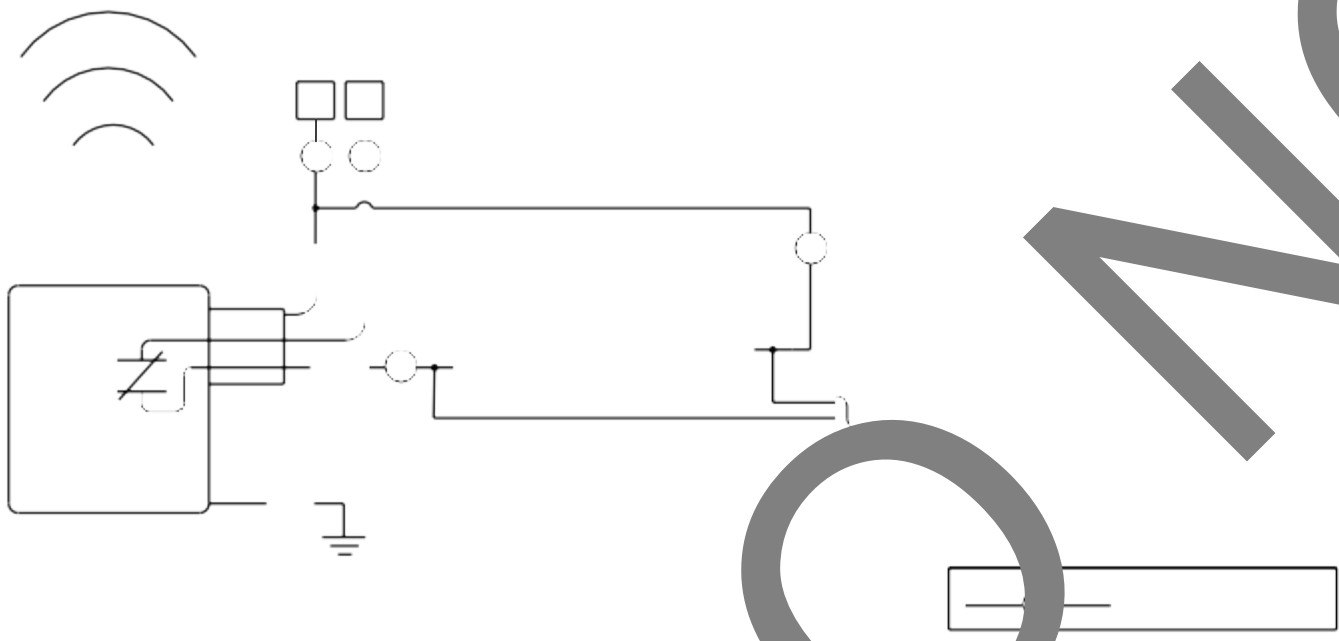
1. THE RELIABILITY OF ALL WIRELESS SIGNALS ARE HEAVILY DEPENDANT ON DEVICE LOCATION.
2. PHYSICAL OBJECT INTERFERENCE (ESPECIALLY METAL AND LARGE BARRIERS) CAN INHIBIT NLIGHT AIR WIRELESS COMMUNICATION FROM LOCAL DEVICES REACHING THE NLIGHT AIR ADAPTER.
3. FOR OPTIMAL PERFORMANCE INSTALL THE NLIGHT AIR ADAPTER VERTICALLY IN A CENTRAL LOCATION, SUCH AS IN A CORRIDOR OR A SPACE WITH LITTLE OBSTRUCTION BETWEEN THE ADAPTER AND THE RECEIVING DEVICES IN ITS INITIAL BROADCAST RANGE.
4. THE NLIGHT AIR ADAPTER CABLE WILL ALLOW FOR MOUNTING UP TO 15' FROM THE NLIGHT ECLYPSE.
5. IF SITE CONDITIONS PREVENT UNOBSTRUCTED ACCESS, CONTACT LOCAL ACUITY BRANDS REPRESENTATIVE OR TECHNICAL SUPPORT.

LOCAL REP LOCATOR: <https://www.acuitybrands.com/support/how-to-buy>
 ACUITY BRANDS TECH SUPPORT: (800) 535-2465



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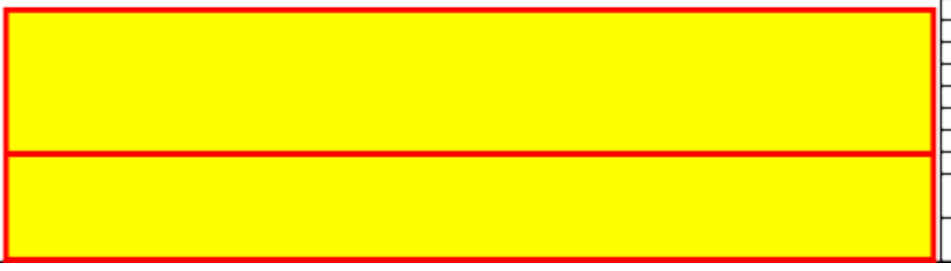
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performance lighting systems

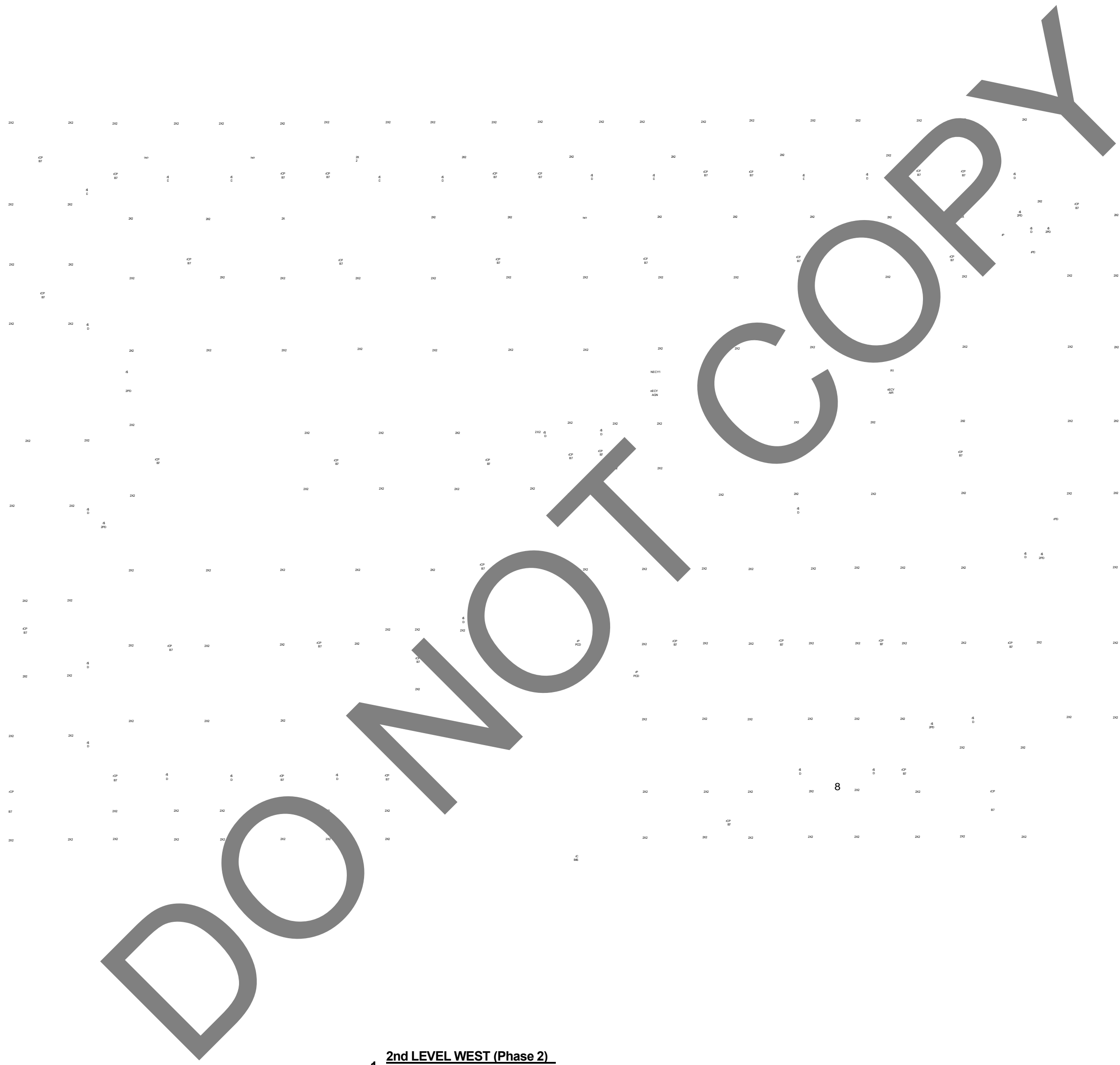
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REV5	5/30/2023
REV4	4/20/2023
REV3	4/14/2023
REV2	1/16/2023
REV1	12/15/2022

Date: 10/10/2022
Scale: NOT TO SCALE
Drawn By: SAIKET
Project #: 495821
DWG Ref:

Sheet:	NONE
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










"CRITICAL NOTES (PLEASE READ)"
 "PROJECT SPECIFIC NOTES"
 "PANELS NEED TO BE PROVIDED AND VERIFY ON-SITE."
 "ASSUMED NO PARTITION CONTROLS PROVIDED FOR E-2.1 NORTH SIDE OF THE SHEETS."
 "AMP PANELS HAVE BEEN PROVIDED FOR EXTERIOR LIGHTING. PLEASE VERIFY CONTROLS IF NEEDED."
 "COMPLETE SET OF ELECTRICAL DOCUMENTS (DRAWINGS AND SPECIFICATIONS) NOT PROVIDED AT TIME OF LAYOUT QUOTE REQUEST. VERIFY THIS LAYOUT QUOTE MEETS PROJECT'S SPECIFIC REQUIREMENTS SUCH AS, BUT NOT LIMITED TO, STARTUP DAYS, SPARE PARTS, WARRANTY PERIOD, GRAPHIC PAGES, ETC. PRIOR TO PLACING BID WITH CONTRACTOR."
 "THIS DESIGN IS BASED ON SHEET E1.0, E2.0, E3.1, E3.2, DATED 01/24/2021 PERMIT SET. ADDITIONAL SENSORS ARE PROVIDED FOR 9% COVERAGE."
 "SENSOR PLACEMENT AND QUANTITY ARE ESTIMATED. IF EXACT NUMBER AND LOCATION ARE REQUIRED, PLEASE PROVIDE FURNITURE PLANS."
 "MULTI-GANG WALL SWITCHES HAVE BEEN CONSOLIDATED INTO A SINGLE GANG WALLPDU. PLEASE VERIFY IF THIS IS AN ACCEPTABLE SOLUTION."
 "EACH BUILDING HAS BEEN PROVIDED WITH AN INDIVIDUAL TIME-CLOCK. IF A SINGLE TIME-CLOCK IS REQUIRED FOR THE SITE, PLEASE VERIFY IF CONDUIT IS AVAILABLE TO INTERCONNECT BUILDINGS VIA CATS."
 "THIS BILL OF MATERIAL IS FOR BUDGETARY PURPOSES ONLY AND IS SUBJECT TO CHANGE DEPENDING ON:
 "SEQUENCE OF OPERATION
 "FIXTURE SUBMITTAL INDICATING DIMMING TYPES
 "UPDATED ELECTRICAL SET WITH CHANGES TO LIGHTING AND POWER CIRCUITING
 "ENGINEER/CONTRACTOR'S REVIEW. PLEASE PROVIDE FULL INFORMATION AND ASK FOR A REVISED B.O.M."
 "PROJECT SPECIFICATION DOCUMENTS
 "EMERGENCY SYSTEM"
 "EM SYSTEM IS CONSIDERED TO BE BATTERY PACK."
 "PLUG LOAD"
 "PLUG LOADS HAVE BEEN EXCLUDED FROM THIS DESIGN. IF PLUG LOADS ARE REQUIRED PROVIDE POWER PLANS INDICATING CONTROLLED RECEPTACLES AND REQUEST A REVISED DESIGN."
 "SYSTEMS AND COMPONENTS TO BE PROVIDED BY OTHERS"
 "ALL CATS CABLE SHOWN IN THIS DESIGN IS TO BE SUPPLIED BY OTHERS. CONTRACTOR TO VERIFY LENGTH AND QUANTITY PRIOR TO PLACING ORDER."
 "LINE VOLTAGE TOGGLE SWITCHES TO BE PROVIDED BY OTHERS."
 "WEATHERPROOF AND OUTDOOR RATED SWITCH ENCLOSURE TO BE PROVIDED BY OTHERS."
 "FIXTURE DIMMING NOTES"
 "PLEASE PROVIDE AN APPROVED FIXTURE SUBMITTAL PRIOR TO RELEASING CONTROLS AS DIMMING STYLES NEED TO BE VERIFIED."
 "ALL FIXTURES ARE ASSUMED TO BE 0-10V."
 "DAYLIGHT HARVESTING"
 "DAYLIGHT HARVESTING IS NOT PROVIDED. PLANS DO NOT INDICATE GLAZING. IF DAYLIGHT HARVESTING IS REQUIRED, PLEASE PROVIDE PLANS INDICATING WINDOW PLACEMENT AND DAYLIGHT ZONES."
 "DEMAND RESPONSE"
 "AUTOMATIC DEMAND RESPONSE CAPABILITY, COMPLIANT WITH OPEN ADR 2.0a STANDARD PROTOCOL PER 2019 TITLE 24 CODE, IS PROVIDED FOR PROJECTS THAT ARE 10,000SQFT AND LARGER. AREAS 10,000SQFT AND UNDER DO NOT COMPLY TOWARDS THE 10,000SQFT THRESHOLD. SYSTEMS WITH AUTOMATIC DEMAND RESPONSE ARE FULLY NETWORKED AND OFFER CENTRALIZED PROGRAMMING AND CONTROL CAPABILITIES."
 "PROGRAMMING AND 3RD PARTY INTEGRATION"
 "LIGHTING CONTROL SYSTEM SHALL HAVE ON-SITE START-UP PERFORMED BY THE MANUFACTURER'S TRAINED TECHNICAL CONTRACTOR SHALL COORDINATE WITH MANUFACTURER FOR START-UP REQUIREMENTS."
 "INTEGRATION WITH BUILDING AUTOMATION SYSTEMS HAS NOT BEEN PROVIDED VIA BACNET-IP, MODBUS, CONTACT CLOSURE."
 "GRAPHICAL PAGES NOT INCLUDED"
 "NIGHT WIRED SPECIFIC NOTES"
 "BUS POWER REQUIREMENTS HAVE BEEN TAKEN INTO ACCOUNT. ANY DEVIATION FROM CAT 5 DABBY CHAIN DEVICE ORDER SHOWN MAY REQUIRE ADDITIONAL EQUIPMENT."
 "THE SYSTEM IS FULLY NETWORKED BY ECLYPSE CONTROLLER AND BRIDGES, AND OFFERS CENTRALIZED TIME CLOCK PROGRAMMING AND CONTROL CAPABILITIES."
 "LOCATION OF ECLYPSE CONTROLLER AND BRIDGES TO BE DETERMINED BY THE CONTRACTOR BASED ON FIELD CONDITIONS. CATS BETWEEN EACH BRIDGE CONNECTION CANNOT EXCEED 1500 FT."
 "NCOM KIT MODULES HAVE BEEN PROVIDED FOR ON-SITE COMMISSIONING."
 "LIGHTING ZONE CANNOT EXCEED 1500 FT. IN CATS. IF EXCEEDING THIS LENGTH, THE ZONE WILL NEED TO BE BROKEN INTO SMALLER ZONES AND MAY REQUIRE ADDITIONAL MATERIAL AND/OR GLOBAL CHANNEL PROGRAMMING TO MEET THE SPECIFIED SEQUENCE OF OPERATIONS."
 "NIGHT AIR SPECIFIC NOTES"
 "NIGHT AIR ADAPTER IS PROVIDED WITH 15FT USB CABLE TO CONNECT WITH NLIGHT ECLYPSE. PLEASE INSTALL ECLYPSE WITHIN 15FT OF NLIGHT AIR ADAPTER LOCATION. IF MORE THAN 15FT IS REQUIRED, PLEASE REQUEST FOR USB EXTENDER."
 "NIGHT ECLYPSE IS PROVIDED PER FLOOR FOR NLIGHT AIR SYSTEM. EACH NLIGHT ECLYPSE CONNECTS UP TO 750 NLIGHT DEVICES THAT ARE PLACED IN 150 FT RADIUS."
 "USB EXTENDER IS PROVIDED WITH 150FT USB CABLE TO CONNECT BETWEEN NLIGHT ECLYPSE AND WIRELESS ADAPTER. PLEASE INSTALL ECLYPSE WITHIN 150FT OF NLIGHT AIR ADAPTER LOCATION. AN OUTLET WILL BE REQUIRED FOR POWER FOR EXTENDER."
 "EM NLIGHT AIR POWER PACKS REQUIRE A DELAY GREATER THAN 30MS BUILT INTO THE GENERATOR AND/OR INVERTER. THIS DELAY IS ESSENTIAL TO SENSING THE POWER LOSS TO THE DEVICE WHEN A CONSTANT HOT NORMAL CIRCUIT IS NOT PRESENT."
 "NIGHT AIR ENABLED FIXTURES REQUIRE A DELAY GREATER THAN 30MS BUILT INTO THE GENERATOR AND/OR INVERTER. THIS DELAY IS ESSENTIAL TO SENSING THE POWER LOSS TO THE DEVICE WHEN A CONSTANT HOT NORMAL CIRCUIT IS NOT PRESENT."
 "BACKBONE DIAGRAM IS SHOWN FOR REFERENCE ONLY. ALL DEVICES ASSOCIATED WITH THE NETWORK BACKBONE ARE TO BE INSTALLED AS SITE CONDITIONS DICTATE."
 "

E. Jones
 Suite 100
 Irvine, CA 92618
 (949) 457-8000
 com@ejones.com

CRITICAL NOTES
 3/32" = 1"

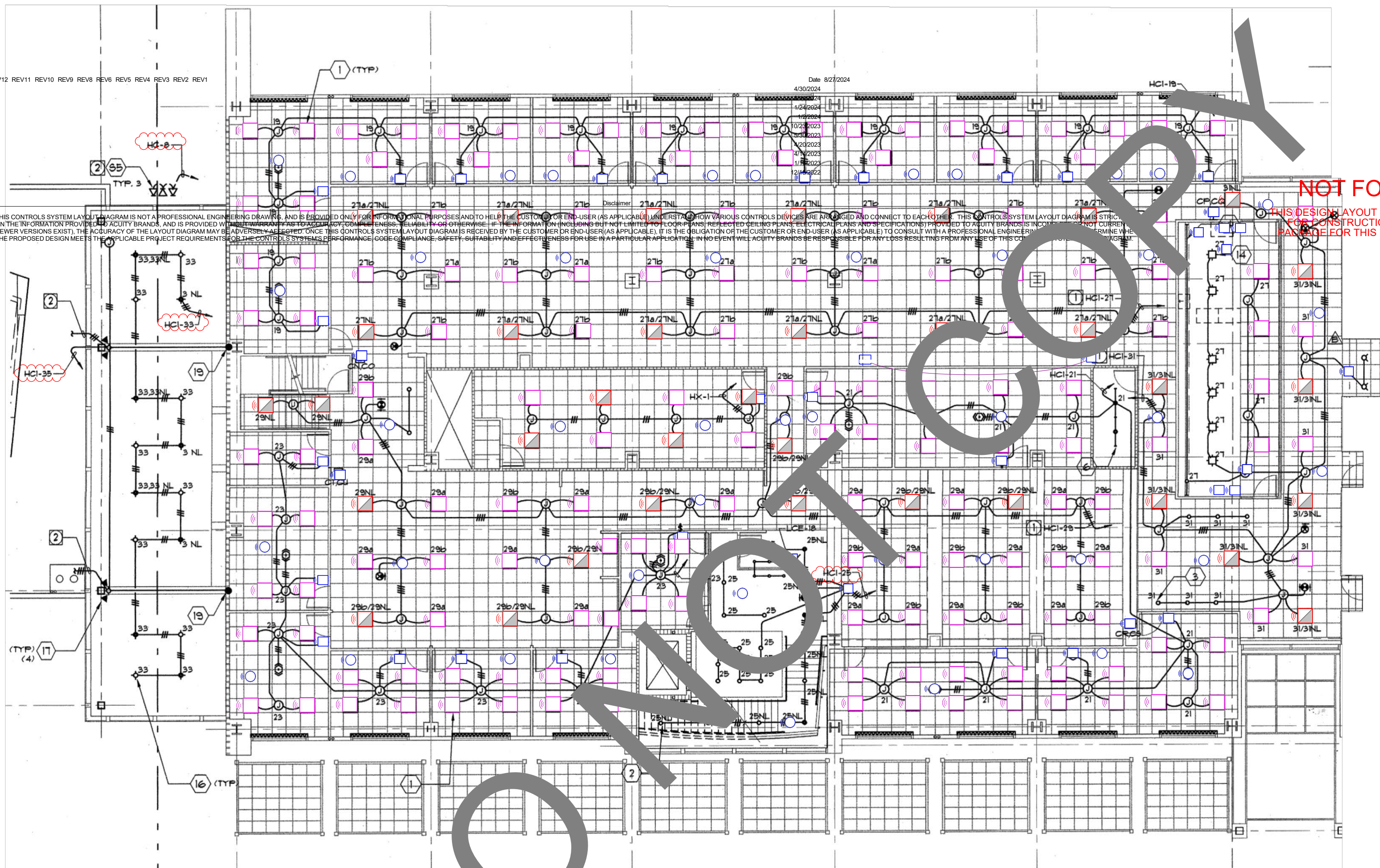
1 2nd LEVEL WEST (Phase 2)
 NOT TO SCALE

PRODUCT LEGEND	
CRITICAL NOTES, LC1.3(E-2.2)PHASE 2	
1	 nECY AGN NECY MVOLT ADR ENC NW GFXX rECY AGN nLight Eclipse, 120-277V, OpenADR, Enclosure for nLight ECLYPSE, No Wi-Fi, nGWY2 GFX and PS 150 Power Supply
1	 nECY AIR NECY NLTAIR G2 rECY AIR Adapter, nLight AIR, Generation Two
1	 iC B45 RCMSB 45 G2 iC B45 Ceiling Mount Battery Powered Sensor, High Bay, Large Motion 360", Generation Two
44	 iCP B7 RCMSB PDT 7 G2 iCP B7 Ceiling Mount Battery Powered Sensor, Passive Dual Technology, Mini-Low Bay 360" Lens, Generation Two
6	 2PD RPODBA 2P DX XX G2 2PD nLight Preset Wall control, 2-Pole, Raise/Lower Dimming Without Wires, Generation Two
26	 iS D RPODBA DX XX G2 iS D nLight Preset Wall control, Raise/Lower Dimming Without Wires, Generation Two
2	 iP PCD RPP PCD EFP G2 iP PCD nLight AIR Phase Dimming Module, Phase Control Dimming, External Fault Protection, Generation Two
4	 iRD RPP20 D G2 iRD nLight Air Power/Relay Pack, Networked Version, Occupancy Controlled Dimming, Generation Two
35	 2X2 2X2 Luminaire nLight Air enabled, wireless control Fixture-integral battery pack
156	 2X2 2X2 Luminaire nLight Air enabled, wireless control

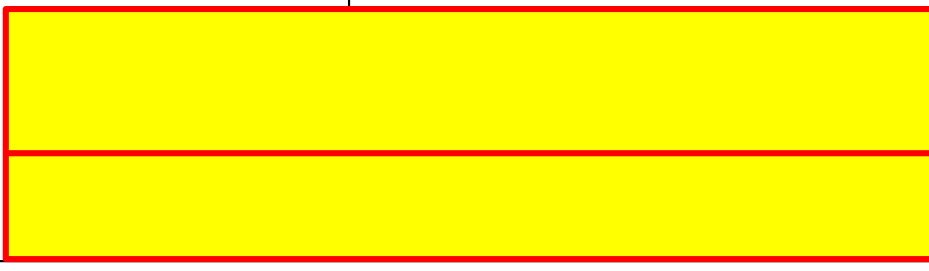
Revision REV12 REV11 REV10 REV9 REV8 REV6 REV5 REV4 REV3 REV2 REV1

Date 8/27/2024
 4/30/2024
 1/24/2024
 1/16/2024
 10/23/2023
 08/01/2023
 2/20/2023
 4/7/2023
 1/18/2023
 12/16/2022

THIS CONTROLS SYSTEM LAYOUT DIAGRAM IS NOT A PROFESSIONAL ENGINEERING DRAWING, AND IS PROVIDED ONLY FOR INFORMATIONAL PURPOSES AND TO HELP THE CUSTOMER OR END-USER (AS APPLICABLE) UNDERSTAND HOW VARIOUS CONTROLS DEVICES ARE ARRANGED AND CONNECT TO EACH OTHER. THIS CONTROLS SYSTEM LAYOUT DIAGRAM IS STRICTLY FOR CONSTRUCTION SUBMITTAL ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. PROVIDE APPROVED FIXTURE SUBMITTAL PACKAGE FOR THIS PROJECT AND REQUEST "FOR CONSTRUCTION" LAYOUT.



NOT FOR CONSTRUCTION



APPENDIX D

FEDERAL-AID CONTRACT LANGUAGE

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EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)	2
A. NONDISCRIMINATION STATEMENT	2
B. CONTRACT ASSURANCE	3
C. PROMPT PROGRESS PAYMENT	3
D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	3
E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS	4
F. COMMITMENT AND UTILIZATION	5
G. DBE RUNNING TALLY OF ATTAINMENTS	6
2. BID OPENING	6
3. BID RIGGING	6
4. CONTRACT AWARD	6
5. CONTRACTOR LICENSE	6
6. CHANGED CONDITIONS	6
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs count toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the leased DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. No Discrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor, and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Commitment on Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own force and the corresponding value of the work.

Before the 1st of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

- writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract or release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICAN

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

DO NOT COPY

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor or organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract on piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract provisions may be a sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension, debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of labor. During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employment referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor of the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and reports being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.b. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during that weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits under 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 conforming to paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1000) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(1)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the pay of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic, including each helper, apprentice, and trainee, employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act

requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLET OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 23 CFR 635.3 it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have the right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be prepared for each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant discovers that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontracts) and a grantee.
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required in this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontract). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees, by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Merced; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yuba	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
178	620 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange 4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura 6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA: SMSA Counties 7320 San Diego, CA	16.9
	CA San Diego Non-SMSA Counties CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 201.17), Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of the Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Non-discrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraph (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 10.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City of Mission Viejo:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City of Mission Viejo approval for this submitted information before the prime contractor starts work. The City of Mission Viejo credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women to journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City of Mission Viejo and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and time keepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Mission Viejo reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

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APPENDIX E

FEDERAL CERTIFICATIONS, DISCLOSURES
AND OTHER REQUIRED FORMS

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.2(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.2(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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PUBLIC CONTRACT CODE

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 checkmark 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 a safety regulation?

Yes No

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

PUBLIC CONTRACT CODE 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 the 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.

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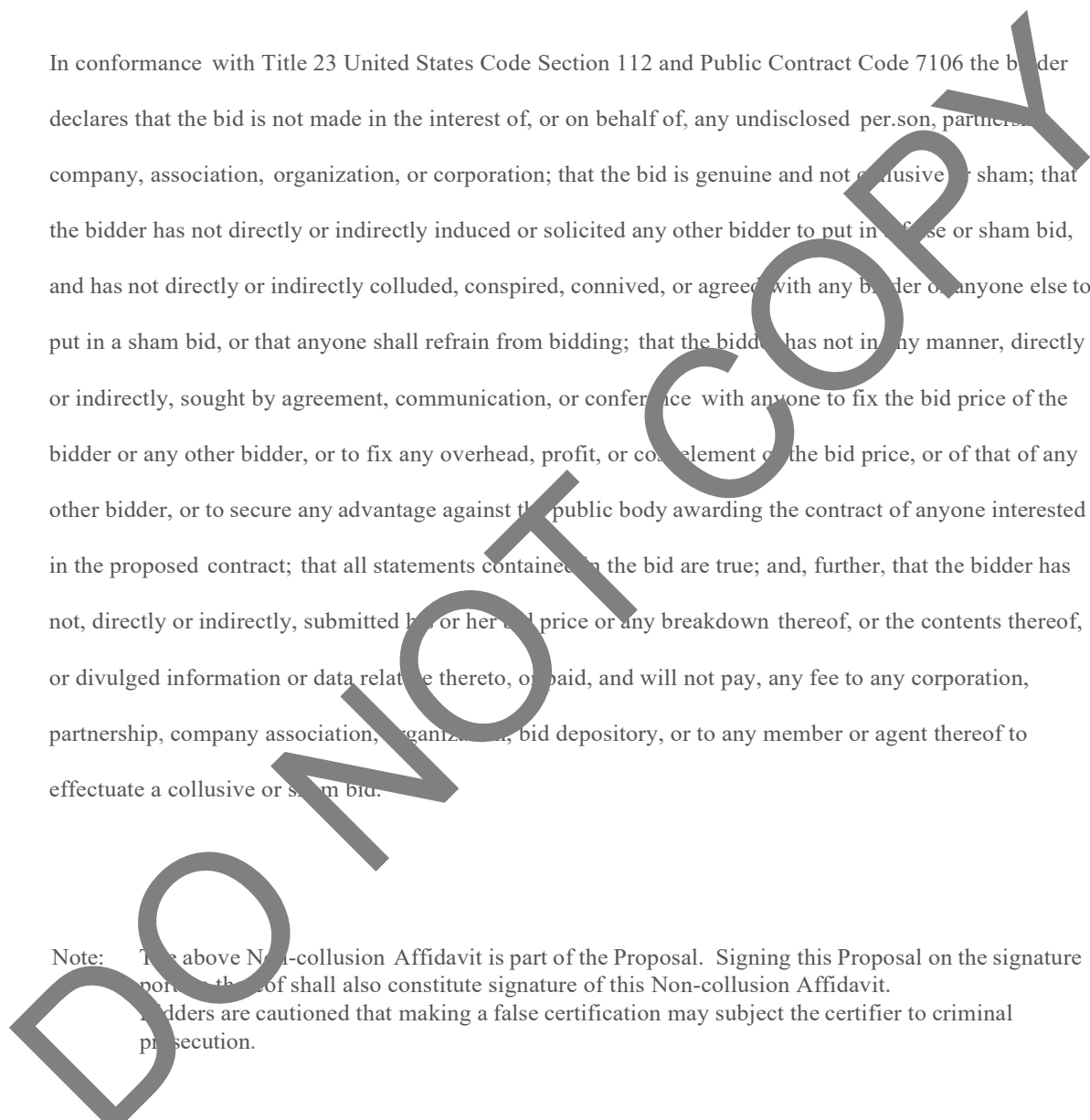
Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY/ COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the 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, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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.

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action: a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type: a. initial
 b. material change
For Material Change Only:
 year ___ quarter ___
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier ___ if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee
 Enter Name and Address of Prime Contractor
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description: _____
 CDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. a. Name and Address of Lobby Entity
 (If individual, last name, first name, MI) _____

b. Individuals Performing Services (including address if different from No. 10a)
 (last name, first name, MI) _____

Attach Continuation Sheet(s) if necessary

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply): a. cash
 b. in-kind, specify: nature _____
 value _____

13. Type of Payment (check all that apply)
 a. one-time fee
 b. commission
 c. contingent fee
 d. deferred
 e. other, specify _____

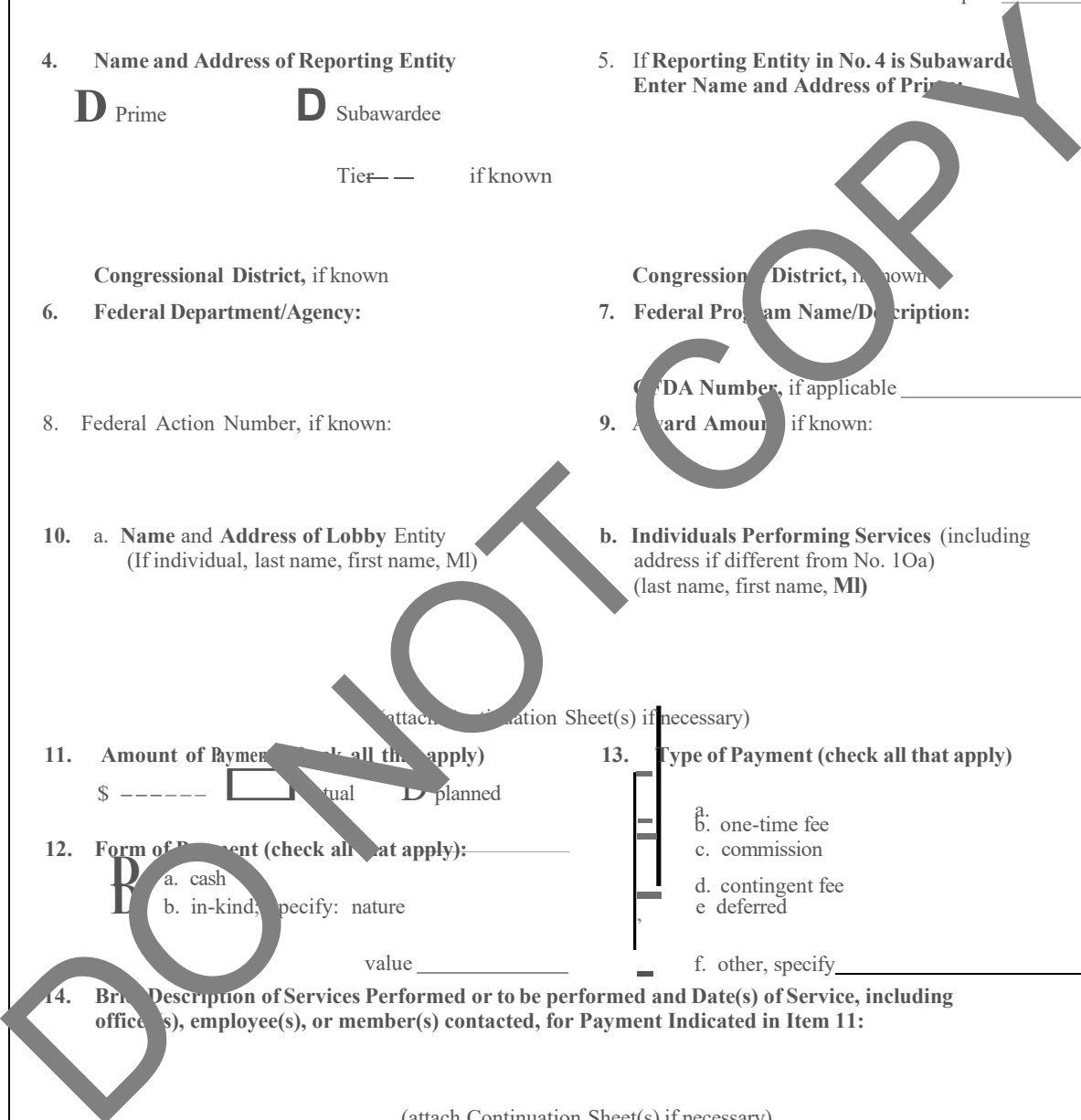
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including office(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

 (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Use Only: _____



Signature: _____ Print

Name: _____ Title:

Telephone No.: _____ Date:

Authorized for Local
Reproduction Standard Form -
LLL

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation to 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 to the same 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. 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. 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-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award				15. TOTAL CLAIMED DBE PARTICIPATION
21. Local Agency Contract Number: _____			\$	
22. Federal-Aid Project Number: _____				
23. Bid Opening Date: _____			%	
24. Contract Award Date: _____				
25. Award Amount: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Local Agency Representative's Signature		27. Date	16. Preparer's Signature	17. Date
28. Local Agency Representative's Name		29. Phone	18. Preparer's Name	19. Phone
30. Local Agency Representative's Title			20. Preparer's Title	

- DISTRIBUTION: 1. Original - Local Agency
 2. Copy- Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM= (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** - Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

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EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ (Agency Name) established a Disadvantaged Business Enterprise (DBE) goal of _____ % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

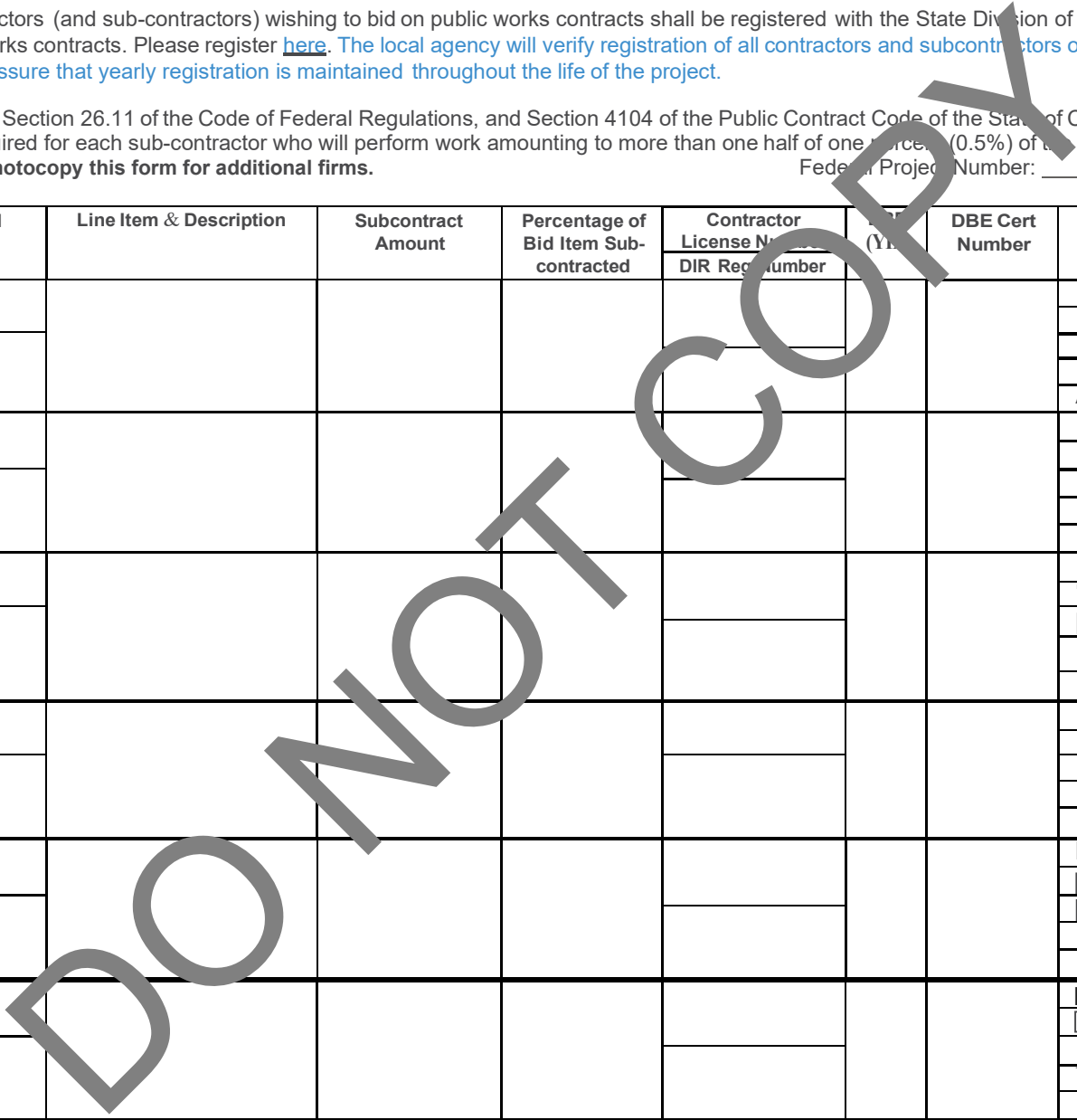
Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register [here](#). The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number (Yr)	DBE Cert Number	Annual Gross Receipts
				DIR Reg. Number		
Name:						<input type="checkbox"/> <\$1 million
City, State:						<input type="checkbox"/> <\$5 million
						<input type="checkbox"/> <\$10 million
						<input checked="" type="checkbox"/> <\$15 million
						Age of Firm: ___ yrs.
Name:						<input checked="" type="checkbox"/> <\$1 million
City, State:						<input type="checkbox"/> <\$5 million
						<input type="checkbox"/> <\$10 million
						<input type="checkbox"/> <\$15 million
						<input type="checkbox"/> Age of Firm: ___ yrs.
Name:						<input type="checkbox"/> <\$1 million
City, State:						<input type="checkbox"/> <\$5 million
						<input type="checkbox"/> <\$10 million
						<input type="checkbox"/> <\$15 million
						<input type="checkbox"/> Age of Firm: ___ yrs.
Name:						<input type="checkbox"/> <\$1 million
City, State:						<input checked="" type="checkbox"/> <\$5 million
						<input type="checkbox"/> <\$10 million
						<input checked="" type="checkbox"/> <\$15 million
						Age of Firm: ___ yrs.
Name:						<input type="checkbox"/> <\$1 million
City, State:						<input type="checkbox"/> <\$5 million
						<input type="checkbox"/> <\$10 million
						<input type="checkbox"/> <\$15 million
						Age of Firm: ___ yrs.
Name:						<input checked="" type="checkbox"/> <\$1 million
City, State:						<input type="checkbox"/> <\$5 million
						<input type="checkbox"/> <\$10 million
						<input checked="" type="checkbox"/> <\$15 million
						Age of Firm: ___ yrs.

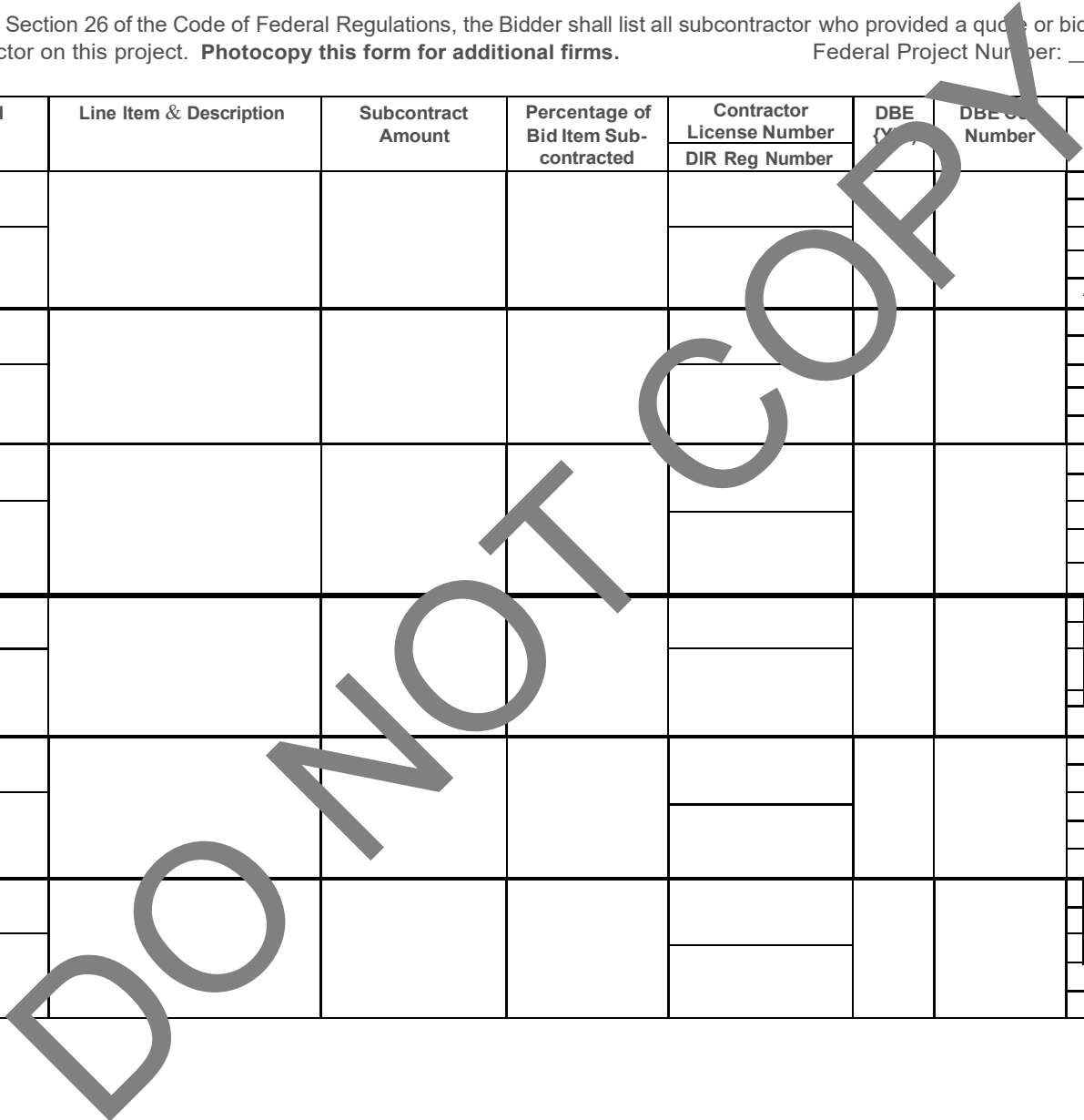


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Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor		DBE (%)	DBE Utilization Number	Annual Gross Receipts
				License Number	DIR Reg Number			
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: yrs.



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Distribution: 1) Original: Local Agency File
 2) Copy: DLAE w/ Award Package

APPENDIX F

FEDERAL MINIMUM WAGE RATES

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Refer to the DOL homepage on the internet for the current rates at:

<https://wdol.gov/>

Contractors shall pay applicable prevailing wage rates to workers on this project.

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City of Mission Viejo

Memorandum

Date: November 8, 2024

To: All Potential Bidders:
- CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

From: Danny Walsh, Facilities Maintenance Manager

Subject: Addendum No. 1 – Fixture Clarification

In SP-1 of the Special Provisions section:

The exact fixture required for this project is the Lithonia Lighting ENVEX 2x2 HRG 4800lm 80cri 35K MIN1 MVOLT E10W CP NL7 AIR2 RIO fixture. Note that the fixture is also 3500k and not 3500 lumens. Also please see the separate attachment with the exact information highlighted.

You must sign this addendum below and attach it to your bid proposal. Bids submitted without the addendum attached will not be considered.

Bidder's Signature

Date

Company Name



City of Mission Viejo

Memorandum

Date: November 11, 2024

To: All Potential Bidders:
- CITY HALL SECOND FLOOR LED LIGHTING INSTALLATION

From: Danny Walsh, Facilities Maintenance Manager

Subject: Addendum No. 2 – RFI's

***RFI:**

1. I'm asking to see if there can be an added extension for bid submittals for this project.

***RESPONSE:**

Yes, the new bid opening date and time will be Monday, November 18, 2024 at 10am, at the City Clerk's counter at City Hall, located at 200 Civic Center Drive, in Mission Viejo.

You must sign this addendum below and attach it to your bid proposal. Bids submitted without the addendum attached will not be considered.

Bidder's Signature

Date

Company Name