

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: JANUARY 10, 2011

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: MARY CARTER PHONE: 213-978-0262

CONTRACT NO.: C-118434

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

JANUARY 10, 2011

DATE

- ☒ NEW CONTRACT
- ☐ AMENDMENT NO. _____
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: KDC INC., DBA: DYNALECTRIC

TERM OF CONTRACT: 85 WORKING DAYS THROUGH: MAY 16, 2011

TOTAL AMOUNT: \$362,205.00

PURPOSE OF CONTRACT:

FOR THE SECURITY LIGHTING UNIT 16 - STREET LIGHTING PROJECT

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

ORIGINAL CONTRACT
DOCUMENT

PROPOSAL

PART I OF IV

SECURITY LIGHTING UNIT 16 STREET LIGHTING PROJECT W.O. L1019021

CERTIFICATE OF LIABILITY INSURANCE
APPROVED AND ON FILE.
Approved

1-6, 2011
CARMEN A. TRUTANICH, City Attorney

By



In and for the

City of Los Angeles
California

10070 Bonds
#3621 205.00

TYPE OF CONTRACT: Cash

PROPOSAL ATTACHMENTS: Project Plans and Specifications

SPECIFICATIONS:

These Special Provisions, "Notice to Contractors - Comprehensive", Project Plans, the Special Specifications for Street Lighting Construction ("Bluebook"), Standard Plan S-610 ("Brownbook"), and the latest Board of Public Works adopted editions of the Standard Specifications for Public Works Construction and Supplements ("Greenbook").

PROJECT LOCATION: See Project Plans - SL-6541

COMPLETION TIME: 85 Working Days

LIQUIDATED DAMAGES: \$350.00/Calendar Day

BID DATE: Bids must be received not later than 10:00 a.m. WED, APRIL 14, 2010
at Los Angeles City Hall, 200 North Spring Street, Room 355, Los Angeles, California 90012.

Firm Name

KDC, Inc. dba Dynalectric

Address

4462 Corporate Ctr. Dr., Los Alamitos, CA 90720

Telephone Number (714) 820-7000

Fax Number (714) 484-2389

Contractor's License Number

660173

Classification

A, B, C7

Expiration Date

12-31-10

CO, C31, CAL

Business Tax Registration Certificate (BTRC) No.

439376-88

SCHEDULE OF WORK AND PRICES FOR

SECURITY LIGHTING UNIT 16

Work Order: L1019021

(FILL IN THIS SCHEDULE IN BLACK WITH PENCIL, INK OR TYPEWRITER)

Item No.	Item Description	Estimated Quantity	Unit*	Unit Price (in figures)		Total Price (in figures)	
				Dollars	Cents	Dollars	Cents

BSL Items

1	1" galv. cond. (Parkway) incl. excavations and restoring surface to match adjacent surface	318	LF	19	00	6042	00
2	Grounding Rod for Solar Lighting Unit per plan	36	EA	112	00	4032	00
3	#10 THWN AWG solid wire	1	LS	7095	00	7095	00
4	Pullbox, type 2 Armocast incl. lid, bends, excavating, & restoring surface to match adj. surface.	36	EA	810	00	29160	00
5	Found. (per plan) incl. cap, excav., all bends & restoring surf. to match adjacent surf. for SOLAR UNITS Poles including stubouts.	36	EA	715	00	25740	00
6	16', 5" Diameter, steel straight pole per plan to use with Solar Units Carmanah SE-30 (Per Detail C)	12	EA	1412	00	16944	00
7	Carmanah SE-30 enclosure w/ Beta Edge LED Lum, Panels, Controller and Battery per plan and spec's. (per Detail C)	12	EA	4516	00	54192	00
8	Solar One (120W Panel) w/ lum. & 3-HL1800 LED lamp, incl. 19' Pole, Controller and Battery per Spec.	24	EA	9125	00	219000	00

Total Amount Bid 362,205--

* Unit abbreviations : EA (Each), LF (Linear Foot), LS (lump Sum), TR (Trip)

** Complete electroler assembly includes foundation, pullbox, pole, arm, luminaire, lamp, ballast, and all wire between luminaire and electroler pullbox.

NOTES:

1. Bidder shall include all overhead and profit into bid by spreading costs/profit over bid items. Any additions, deletions, conditions, limitations, provisions added to the bid, or unbalanced bid submitted by the bidder will render the proposal irregular and may cause its rejection.

2. ENHANCED ELECTRICAL SAFETY CRITERIA: Required on this project for all worksite electrical labor. Refer to Bid Proposal Part I, "Electrical Safety Policy - Implementation Plan". All required documentation and certifications required by the Policy must be submitted prior to start of construction.

CITY OF LOS ANGELES

RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<u>Dept. of Public Works - Bureau of St. Lighting</u>	<u>Janet Kwan</u>	<u>213-847-1579</u>
City Department/Division Awarding Contract	City Contact Person	Phone
<u>W.O. 11019021 - Security Lighting Unit II</u>		<u>4 / 14 / 10</u>
City Bid or Contract Number and Project Title (If Applicable)		Bid Date

BIDDER/CONTRACTOR INFORMATION

<u>KDC, Inc. dba Dynalectric</u>	<u>1</u>	<u>550173</u>
Bidder/Proposer Business Name	Contractor's License Number	
<u>44102 Corporate Ctr. Dr.</u>	<u>Los Alamitos</u>	<u>CA</u>
Street Address	City	State
		<u>90720</u>
		Zip
<u>Nick Harman, Estimator</u>	<u>714-828-7000</u>	<u>714-484-2509</u>
Contact Person, Title	Phone	Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☒ An update of a prior Questionnaire dated 3 / 16 / 10.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated / / was submitted by the firm. Attach a copy of that Questionnaire and sign below.

<u>William B. Davenport - Sec./Trans., CFO, V.P.</u>		<u>4-8-10</u>
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 103

SPARKS 17300 YH 1889048-38

List the corporation's current officers.

President: Chris Resavento

Vice President: William B. Davenport

Secretary: William B. Davenport

Treasurer: William B. Davenport

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

N/A

☐ **Partnership:** Date formed: ____ / ____ / ____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

N/A

☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

 N/A

☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

N/A

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner, or other officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No

If **Yes**, list on Attachment A the name of the corporation that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

7. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a Workers' Compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no Workers' Compensation insurance policy in effect.

☒ **Workers' Compensation Insurance Policy Currently in Effect**

☐ **Legally Self-Insured**

☐ **No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your Workers' Compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR-1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: 2010 EMR-1: .00 YR. 2: 2009 EMR-2: .66 YR. 3: 2008 EMR-3: .66

11. Within the past five years, has your firm ever had employees but was without Workers' Compensation insurance or state approved self-insurance?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance. If **No**, attach a statement from your Workers' Compensation insurance provider that you have been continuously insured for the past five years.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-003091713-07

PRODUCER

MARSH USA Inc.
ATTN: CHRISTINE CAYO
601 MERRITT 7
NORWALK, CT 06856-6010
EMCOR.CERTREQUEST@MARSH.COM
(203) 229-6787 FAX

332800-EMC-GRO-09-10

DEBE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A Continental Casualty Company

COMPANY

B American Casualty Company Of Reading, Pa

COMPANY

C Transportation Insurance Co

COMPANY

D

INSURED

EMCOR GROUP, INC.
AND ALL ITS SUBSIDIARIES
301 MERRITT SEVEN
NORWALK, CT 06851

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

6

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL2095786232	10/01/09	10/01/10	GENERAL AGGREGATE \$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 14,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> PER PROJECT GENERAL				FIRE DAMAGE (Any one fire) \$ 500,000
	<input type="checkbox"/> AGGREGATE APPLIES				MED EXP (Any one person) \$ 25,000
A	AUTOMOBILE LIABILITY	BUA 2095786294	10/01/09	10/01/10	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE				
	\$500 COMP/\$500 COLL DED				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	2068208285	10/01/09	10/01/10	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 295786201 (AOS)	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
C		WC 295786229 (OR,WI)	10/01/09	10/01/10	EL EACH ACCIDENT \$ 1,000,000
B	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 295786215 (CA)	10/01/09	10/01/10	EL DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

EMCOR GROUP, INC. AND ITS SUBSIDIARIES
EVIDENCE OF INSURANCE
301 MERRITT SEVEN, 6TH FLOOR
NORWALK, CT 06851

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

BY: John Lapreay

MM1(3/02)

VALID AS OF: 10/15/09

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-002561772-05

PRODUCER

MARSH USA Inc.
601 MERRITT 7
KIM RICHARDSON FAX (203) 229-6787
EMCOR.CERTREQUEST@MARSH.COM
NORWALK, CT 06856-6010

958870-JWP-KIR-08-09

INSURED

KDC INC
D/B/A DYNALECTRIC
4462 CORPORATE CENTER DRIVE
LOS ALAMITOS, CA 90720

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COMPANIES AFFORDING COVERAGE

COMPANY

A Continental Casualty Company

COMPANY

B American Casualty Company Of Reading, Pa

COMPANY

C Transportation Insurance Co

COMPANY

D

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL 2095785744	10/01/08	10/01/09	GENERAL AGGREGATE	\$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 14,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> PER PROJECT GENERAL				FIRE DAMAGE (Any one fire)	\$ 500,000
	<input type="checkbox"/> AGGREGATE APPLIES				MED EXP (Any one person)	\$ 25,000
					COMBINED SINGLE LIMIT	\$ 2,000,000
A	AUTOMOBILE LIABILITY	BUA 2095785792	10/01/08	10/01/09	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE					
	\$500 COMP/\$500 COLL DED				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY	L 2068208285	10/01/08	10/01/09	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 5,000,000
	OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 295785713 (AOS)	10/01/08	10/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
C		WC 295785730 (OR, WI)	10/01/08	10/01/09	EL EACH ACCIDENT	\$ 1,000,000
B	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	WC 295785727 (CA)	10/01/08	10/01/09	EL DISEASE-POLICY LIMIT	\$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

KDC INC., D/B/A DYNALECTRIC
4462 CORPORATE CENTER DRIVE
LOS ALAMITOS, CA 90720

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

BY: John Lapreay

MM1(3/02)

VALID AS OF:09/16/08

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NYC-002561772-02

PRODUCER

MARSH USA Inc.
601 MERRITT 7
KIM RICHARDSON FAX (203) 229-6787
EMCOR.CERTREQUEST@MARSH.COM
NORWALK, CT 06856-6010

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COMPANIES AFFORDING COVERAGE

COMPANY

A CONTINENTAL CASUALTY COMPANY

COMPANY

B AMERICAN CASUALTY COMPANY OF READING, PA

COMPANY

C TRANSPORTATION INSURANCE CO.

COMPANY

D

958870-JWP-KIR-07/08

INSURED

KDC INC
D/B/A DYNALECTRIC
4462 CORPORATE CENTER DRIVE
LOS ALAMITOS, CA 90720

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 2095783234	10/01/07	10/01/08	GENERAL AGGREGATE \$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG \$ 14,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTORS PROT				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> PER PROJECT GENERAL				FIRE DAMAGE (Any one fire) \$ 500,000
	AGGREGATE APPLIES				MED EXP (Any one person) \$ 25,000
A	AUTOMOBILE LIABILITY	BUA 2095783282	10/01/07	10/01/08	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE				
	\$500 COMP/\$500 COLL DED				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	L 2068208285	10/01/07	10/01/08	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	OTHER THAN UMBRELLA FORM				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 295783203 (AOS)	10/01/07	10/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER \$
C		WC 295783220 (OR, WI)	10/01/07	10/01/08	EL EACH ACCIDENT \$ 1,000,000
S	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	<input checked="" type="checkbox"/> INCL WC 295783217 (CA)	10/01/07	10/01/08	EL DISEASE-POLICY LIMIT \$ 1,000,000
		<input type="checkbox"/> EXCL			EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

KDC INC., D/B/A DYNALECTRIC
4462 CORPORATE CENTER DRIVE
LOS ALAMITOS, CA 90720

CANCELLATION

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MARSH USA INC.

by: John Lapreay

MM1(3/02)

VALID AS OF: 09/20/07

CONSTRUCTION

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

19. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each issue.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10) ? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, in the past five years, has your firm or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

CONSTRUCTION

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

19. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each issue.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10) ? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, in the past five years, has your firm or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

I. BUSINESS INTEGRITY

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claims) or material misrepresentations(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

William B. Davenport, Sec./Treas. V.P.
Print Name, Title

Signature

4-8-10
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

page 1-3b & 1-3c

#1. See Attachment "A"

page 1-3c

#4. KDC, Inc. dba Dynatectric - Contractor's License # 550173



ATTACHMENT "A"

Dynalectric
4462 Corporate Center Drive
Los Alamitos, CA 90720-2539
714.828.7000 • Fax: 714.484.2385

www.dyna-la.com

EMCOR GROUP, INC.

Parent Company Profile:

The parent company of KDC, Inc (dba Dynalectric) is EMCOR Group, Inc. and is a New York Stock Exchange (NYSE) listed company (Symbol "EME"). EMCOR Group, Inc. has a market capitalization of over \$1.5 Billion with global revenues of \$7.0 Billion.

The EMCOR Group brings with it over 30,000 trained professionals working in over 70 world-class companies in over 140 locations across the United States and in Canada, the United Kingdom, the Middle East and South Africa. Our size and market proximity give us global reach and local focus – a dynamic combination that makes us the world's leading provider of electrical and mechanical construction and facilities services.

The skills and experience of the people at our companies – averaging 60 years in business in their respective markets – provides a depth of talent and breadth of services unparalleled in the industry today. We operate across a diverse market landscape, designing, building, installing and maintaining systems that blend comfort and convenience with necessity and functionality. The result is a hard-earned reputation as the preferred single-source provider and an integral part of our customers' long-term success.

From projects under \$50,000 to those that exceed \$100 million, we welcome opportunity to apply real-world solutions to real customer challenges. Our reward is the continuing trust placed in us by customers to whom an enduring partnership is an ultimate vote of confidence.

Change moves markets. At EMCOR, we believe in broad market participation as an effective method of offsetting the extremes of change. By offering a variety of services over a wide range of markets, we actually increase our ability to accommodate customer preferences and decisions that are so often the source of change. In doing so, we ensure the long-term stability of our company, which puts us in a better position to anticipate and plan for change. For just as change remains constant, so does EMCOR's ability to create and address opportunities that are instigated by change.



Over 50 Years of Excellence

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response Questions in Sections D through H will not be posted on the internet, but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page

#13. Please see attachment "B"

#14. Please see attachment "B1"

#17. Based on a GFE review of Downtown Ornamental Ph. III: Main St. - 2nd St. to 5th St. (Rehabilitation) St. Lighting Project on 12-19-08, Dialectric was deemed non-responsive for the following:

- * Did not attend prebid or send a letter of excuse
- * Advertisement & Written Notices to Subcontractors were published late. Only 7 days prior to bid.
- * Follow up phone calls were done 2 days prior instead of 3 days.
- * Recruitment Letters sent out late, 9 days prior to bid.

#21. Reduction of Bid listed Subcontractor amount project: Downtown Ornamental Phase I St. Lighting Final subcontracting report amounts were less than those stated on the bid amounts of 2 material suppliers. KDC, Inc. dba Dialectric was assessed a penalty in the amount of \$5,550.74 in October 2007.

#24. IBEW Local 11, Main Dispatch Office - Don Davis
6023 S. Garfield Ave., City of Commerce, CA 90040
Phone 323-221-5081
Fax 323-727-0623

CLOSED JOB LISTING

Job No.	Job Name	Proj. Mgr.	Job Addr/Phone	Customer Addr/Phone
30021	SEPULVEDA BOULEVARD/ALAMEDA Project# 710/DPM-0046(001) Subcontract# 249-816 Federal Funds: DOT	T. Erno	Sepulveda/Alameda Carson, CA 90810 TEL: None FAX: None	Steve P. Rados, Inc. 2002 East McFadden, Suite 200 Santa Ana, CA 92735 TEL: 714-835-4612 FAX: 714-835-2186
30041	HARBOR & CHAPMAN IMPROVEMENTS Project # 9-0701 PO # 31839	T. Erno	I/5 Chapman & Harbor Garden Grove, CA 92840 TEL: None FAX: None	R.J. Noble Company 15505 Lincoln Boulevard Orange, CA 92856 TEL: 714-637-1550 FAX: 714-637-6321
30056	EASY AVENUE INTERCONNECT Job # 20016C Subcontract # 10444	T. Simmons	Easy Avenue (28th to Spring) Long Beach, CA 90810 TEL: None FAX: None	Sully Miller Contracting 100 East Orangethorpe, # 200 Anahelm, CA 92801 TEL: 714-578-9600 FAX: 714-578-9672
30057	AZUSA AVENUE STUBOUTS Caltrans # 07-119594	T. Simmons	Azusa Avenue & Garvey West Covina, CA 91791 TEL: None FAX: None	Signal Installation & Repair, Inc. 16516 Arminia Street Van Nuys, CA 91406 TEL: 818-781-2366 FAX: 818-781-9698
30058	OVERLAND AVENUE City of LA W.O. # EXX91487 Subcontract # EXX91487/01	T. Erno	Overland Avenue Los Angeles, CA 90034 TEL: None FAX: None	Security Paving Company, Inc. Post Office Box 1489 Sun Valley, CA 91353 TEL: 818-767-8418 FAX: 818-767-3169
30068	PCH STUBOUTS Caltrans # 07-199804	T. Simmons	Pacific Coast Highway Lomita, Torr., Redondo, Hermosa TEL: None FAX: None	Signal Installation & Repair, Inc. 16516 Arminia Street Van Nuys, CA 91406 TEL: 818-781-2366 FAX: 818-781-9698
30075	CENTURY & CLUB HOME DEPOT Subcontract# 0950-1010-11	T. Erno	Century Blvd & Club Drive Inglewood, CA 90303 TEL: None FAX: None	HD Construction 17842 Mitchell North #200 Irvine, CA 92614 TEL: 949-476-7301 FAX: 949-476-7303
30079	405 SLAUSON TO CONSTITUTION Subcontract# 224-1010 Caltrans Contract# 07-181504 Federal Contract# ACIM-405-3(993)143E	T. Erno	Stauson to Constitution Los Angeles, CA TEL: None FAX: None	Chumo Construction, Inc. 14425 Joanbridge Street Baldwin Park, CA 91706 TEL: 626-960-9502 FAX: 626-960-3887
30080	ROUTE 110 LIGHTING Subcontract# 0950-1010-11 Federal Contract# ACIM-110-1(749)1E	T. Erno	Route 110 & 101 Los Angeles/Wilmington, CA TEL: None FAX: None	Caltrans 1120 North Street, Room 0200 Sacramento, CA 95814 TEL: 916-654-5675 FAX: 916-227-6282
30082	SECURITY LIGHTING UNIT IV Project # L9919006 Contract #C-99988	T. Erno	Various Transit Facilities Los Angeles, CA TEL: None FAX: None	City of Los Angeles 433 South Spring Street, Suite 600 Los Angeles, CA 90013-2009 TEL: 213-847-5596 FAX: 213-847-5436
30088	O.C. CCTV AND PULLOUTS Caltrans Contract# 12-0856U4 Federal Contract# ACSTP-X059(035)E	T. Erno	SR 73, 133, 241, 261 Orange, CA TEL: None FAX: None	Caltrans 1120 North Street, Room 0200 Sacramento, CA 95814 TEL: 916-654-5675 FAX: 916-227-6282
30091	FIRST AVENUE BEAUTIFICATION Job # 20-660 Subcontract # 00-660DYN	T. Erno	First Avenue & Imperial Hwy Whittier, CA 90604 TEL: None FAX: None	Madison Paving 4820 Cecilia Street, # A Cudahy, CA 90201 TEL: 323-562-2560 FAX: 323-562-6063
30092	WASHINGTON BLVD STREET IMPRVMTS Job # 20047C Subcontract # 10561	T. Erno	Washington Boulevard Pasadena, CA 91104 TEL: None FAX: None	Sully-Miller Contracting Company 1100 East Orangethorpe Ave, Ste 200 Anahelm, CA 92801 TEL: 714-578-9604 FAX: 714-578-9672
30093	BEACH/TRASK SIGNAL MODIFICATIONS Project # 1266 Subcontract # 1266-01	T. Erno	Beach Blvd / Trask Ave. Westminster, CA 92683 TEL: None FAX: None	Los Angeles Engineering 4134 Temple City Boulevard Rosemead, CA 91770 TEL: 626-454-5222 FAX: 626-454-5226
30098	SANTA ANITA & SANTA CLARA PO# 00071198	B. Davis	Santa Anita and Santa Clara Arcadia, CA TEL: None FAX: None	City of Arcadia 240 West Huntington Drive Arcadia, CA 91066 TEL: 626-574-5414 FAX: 626-447-3309
30099	ATLANTIC B/W SPRING & BIXBY Job # 3622 Subcontract # 4739	T. Erno	Atlantic B/W Spring St. & Bixby Rd. Long Beach, CA 90807 TEL: None	Excel Paving Company Post Office Box 16405 Long Beach, CA 90806 TEL: 562-599-5841

CLOSED JOB LISTING

Job No.	Job Name	Proj. Mgr.	Job Addr/Phone	Customer Addr/Phone
			FAX: None	FAX: 562-591-7485
30100	CSUSB LIGHTING Subcontract# 1	T. Erno	CSUSB 5500 University Parkway San Bernardino, CA 92407-2318 TEL: None FAX: None	Enron Energy Services North America 611 Anton Boulevard, Suite 700 Costa Mesa, CA 92626 TEL: 714-434-1800 FAX: 714-434-1888
30101	ARTESIA HAZARD ELIMINATION PROGRAM Federal Project No. STPLHG-5355(010)	T. Erno	South & Elaine Artesia, CA 90701 TEL: None FAX: None	City of Artesia 18747 Clarkdale Avenue Artesia, CA 90701 TEL: 562-865-6262 FAX: 562-865-6240
30102	FOOTHILL & LASHEART Contract# 99/00-11	B. Davis	Foothill & Lasheart La Canada/Flintridge, CA 91011 TEL: None FAX: None	City of La Canada / Flintridge 1327 Foothill Boulevard La Canada/Flintridge, CA 91011 TEL: 818-790-8880 FAX: 818-790-7536
30116	JAMBOREE BUSINESS CENTER SIGNAL CIP 311500	T. Erno	Jamboree Business Center East Walnut/Peters Canyon Road Irvine, CA 92623 TEL: None FAX: None	City of Irvine One Civic Center Plaza Irvine, CA 92623-9575 TEL: 949-724-6000 FAX: 949-724-7513
30117	CERRITOS/DALE TRAFFIC SIGNALS Contract# CIP99/00-07	T. Erno	Cerritos Avenue/Dale Street Stanton, CA 90680 TEL: None FAX: None	City of Stanton 7800 Katella Avenue Stanton, CA 90680 TEL: 714-379-9222 FAX: 714-890-1443
30123	SANTA FE & SOTO Contract # 552	T. Erno	Santa Fe Avenue & Soto Vernon, CA 90058 TEL: None FAX: None	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 TEL: 323-583-8811 FAX: 323-588-2761
30124	FIGUEROA STREET Job# 3650 Subcontract# 4789 Federal Contract# STPL-5933 (322)	B. Davis	Figueroa Street & Carson Street Carson, CA 90746 TEL: None FAX: None	Excel Paving Company P O Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
30136	LEFFINGWELL & VALLEY HOME Federal Contract # STPLG-5111(018)	B. Davis	Leffingwell & Valley Home Ave. Whittier, CA 90603 TEL: None FAX: None	City of Whittier 13230 Penn Street Whittier, CA 90602 TEL: 562-945-8200 FAX: 562-464-3572
30138	TRAFFIC SIGNALS @ MCFADDEN AVENUE Project # 1620	T. Erno	Flower & Wilshire Santa Ana, CA 92701 TEL: None FAX: None	City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 TEL: 714-647-5029 FAX: 714-647-5058
30143	QWEST GENERAL MAINTENANCE SERVICE Contract # MC200051	S. Goad	Various Locations TEL: None FAX: None	EMCOR Technologies 101 Merritt Seven, 7th Floor Norwalk, CT 06851 TEL: 203-849-7800 FAX: 203-849-7880
30145	AUTOVEYOR LOS ANGELES Job # 3643 Subcontract # 4758	T. Erno	6300 Block of East 26th Street Commerce, CA 90040 TEL: None FAX: None	Excel Paving Company P.O. Box 16405 Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
30150	PASADENA BLUE LINE Subcontract# 6744-003	B. Davis	988 S. Fair Oaks Avenue Pasadena CA 91105 TEL: 323-254-5273 FAX: 323-254-5368	Mass Electric Construction Co 11151 Palmer Avenue Southgate, CA 90280 TEL: 562-904-3601 FAX: 562-923-2661
30156	CENTRAL AVENUE: 41ST TO SLAUSON W.O.# L9250032	B. Davis	Central Avenue 41st to Slauson Los Angeles, CA 90011 TEL: None FAX: None	City of Los Angeles 600 South Spring Street, 14th Floor Los Angeles, CA 90014 TEL: 213-847-5418 FAX: 213-847-5436
30158	VENICE & INGLEWOOD Caltrans Contract # 07A0924	T. Erno	Intersection of Venice & Inglewood Los Angeles, CA 90066 TEL: None FAX: None	Caltrans 3337 Michelson Drive, Ste. GN380 Irvine, CA 92612 TEL: 949-756-7878 FAX: 949-724-2756
30165	BEVERLY HILLS STREET MAINTENANCE Subcontract# 962 Job# 250	T. Erno	Intersection of Whittier & Alvarado Los Angeles, CA 90210 TEL: None FAX: None	Sequel Contractors 13546 Imperial Hwy Santa Fe Springs, CA 90670 TEL: 562-802-7227 FAX: 562-802-7499
30166	VENICE & INGLEWOOD Contract# 12155 & 10902 Job# 328 Caltrans Contract# 12-102874	T. Erno	Avenue Vista Hermosa/I-5 San Clemente, CA 92673 TEL: None	Brutoco Engineering P O Box 429 Fontana, CA 92334-0429 TEL: 909-350-3535

CLOSED JOB LISTING

Job No.	Job Name	Proj. Mgr.	Job Addr/Phone	Customer Addr/Phone
	Federal Contract# HP21LN-5274(011)		FAX: None	FAX: 909-822-9661
31021	HIGHLAND PARK ATSAC W.O.# L0002430	B. Davis	Figueras Street Los Angeles, CA TEL: None FAX: None	City of Los Angeles 6430 Sunset Blvd., Suite 709 Los Angeles, CA 90028 TEL: 213-847-0303 FAX: 213-847-1316
31150	HAWTHORNE BLVD. STREET IMPROV. Project# RDC00109056	R. Kujawa	Hawthorne Blvd. Hawthorne - 162nd to Rolling Hills Rd. Los Angeles, CA TEL: None FAX: None	LA Department of Public Works 900 South Fremont Avenue Alhambra, CA 91803 TEL: 626-458-6959 FAX:
31201	PICO BLVD. IMPROVEMENT W.O.# L0050048/L0089042	R. Kujawa	Pico - Alvarado St. to Vermont Ave. Los Angeles, CA TEL: None FAX: None	City of LA Board of Public Works 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-485-3381 FAX: 213-978-0278
31239	ROSECRANS AVENUE Project# RDC0013449	T. Erno	Parmelee Avenue to Mercado Avenue Norwalk, CA TEL: None FAX: None	County of LA, Dept. of Public Works 900 South Fremont Avenue Alhambra, CA 91803 TEL: 626-458-4967 FAX: None
32031	DOWNTOWN ORNAMENTAL PH. 1 REHAB WO# L0049146	D. Kisner	Main Street, 2nd to 9th Los Angeles, CA 90012 TEL: 213-627-8676 FAX: 213-627-8751	City of Los Angeles 200 N. Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-5427 FAX: 213-847-5436
32045	LEXINGTON & BURTON TS MODS W. O.# L0049146	T. Erno	Lexington & Burton Beverly Hills, CA TEL: None FAX: None	City of Beverly Hills 455 North Rexford Drive Beverly Hills, CA 90210 TEL: 310-285-2504 FAX: 310-771-2354
32081	ROSEMEAD BOULEVARD Project ID# RDC0012141	T. Erno	San Gabriel Blvd. to Telegraph Pico Rivera, CA 90660 TEL: None FAX: None	County of Los Angeles Department of Public Works 900 South Fremont Avenue Alhambra, CA 91803 TEL: 626-458-3149 FAX: 626-458-3899
33165	DOWNTOWN ORNAMENTAL PHASE II Contract# C-104964 WO# L0149149	D. Kisner	6th Street & Broadway Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 200 North Spring Street Los Angeles, CA 90012 TEL: 213-847-5427 FAX: 213-847-5436
33166	OUTPOST ESTATE PH. II REHAB ST LGHT Contract# C-104965 WO# L0249157	T. Erno	Hillside Avenue & Outpost Drive Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 200 North Spring Street Los Angeles, CA 90012 TEL: 213-847-5427 FAX: 213-847-5436
33180	SEPULVEDA CORRIDOR A.T.S.A.C. WO# L0202538	B. Davis	Sepulveda Pass Between I-10 & US-10 Los Angeles, CA TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 335 Los Angeles, CA 90012 TEL: 626-255-4592 FAX:
34038	AVALON BLVD & CENTURY BLVD W.O.# L0349449	J. McGinley	Melrose Ave & Highland Ave Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 200 North Spring Street #355 Los Angeles, CA 90012 TEL: 213-847-3500 FAX: N/A
34039	MELROSE AVENUE & HIGHLAND AVENUE W.O.# L0349451	J. McGinley	Melrose Ave & Highland Ave Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 200 North Spring Street #355 Los Angeles, CA 90012 TEL: 213-847-3500 FAX: N/A
34042	ECHO PARK II SERIES TO MULT CONVERSION STR. LIG	T. Erno	Sunset Blvd. & Rampart Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 200 North Spring Street #355 Los Angeles, CA 90012 TEL: 213-847-3500 FAX: N/A
34043	VAN NUYS TRANSIT PRIORITY SYSTEM W.O.# E1904256	B. Davis	6819 North Sepulveda, Suite 307 Los Angeles, CA 91405 TEL: None FAX: None	Travelers Casualty & Surety Co. of America 3455 South 344th Way, Suite 200 Auburn, WA 98001-9546 TEL: 360-943-5032 FAX: 206-443-5379
34061	RONALD REAGAN FWY (ATSAC) W.O.# L0302543	R. Shackleton	118 Fwy & Rinaldi Street Los Angeles, CA 90012 TEL: 818-368-9318, 9310 FAX: 818-368-9313	City of Los Angeles 200 North Spring Street #355 Los Angeles, CA 90012 TEL: 213-847-3500 FAX: N/A
34093	AS NEEDED TRAFFIC SIGNAL CONSTRUCTION Project# OSD0000008	J. McGinley	Multiple Multiple, CA 91802 TEL: None	Los Angeles County Department of Public Works P O Box 1460 Alhambra, CA 91802 TEL: 626-458-2185

CLOSED JOB LISTING

Job No.	Job Name	Proj. Mgr.	Job Addr/Phone	Customer Addr/Phone
			FAX: None	FAX: 626-458-2197
34109	ALONDRA BOULEVARD Project ID# TSM0010079	J. McGinley	Alondra Boulevard Paramount, CA 90503 TEL: None FAX: None	County of Los Angeles Department of Public Works P O Box 1460 Alhambra, CA 91802 TEL: 626-458-2185 FAX: 626-458-2197
35018	MISSION HILLS NORTH SERIES TO MULT. CONVERSION W.O.# L0449461	R. Shackleton	Multiple Los Angeles, CA 91345 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-5427 FAX: 213-847-5436
35020	AMAR ROAD/TSM 0010148 W.O.# L0449461	R. Shackleton	Amar Road Multiple, CA 91803 TEL: None FAX: None	County of Los Angeles Department of Public Works 900 South Fremont Street Alhambra, CA 91803 TEL: 626-458-2185 FAX: 626-458-2197
35030	AZUSA AVE/SAN GABRIEL CANYON RD Project ID# RDC0013478	R. Shackleton	Azusa Avenue Multiple, CA 91702 TEL: None FAX: None	County of Los Angeles Department of Public Works 900 South Fremont Street Alhambra, CA 91803 TEL: 626-458-2191 FAX: 626-458-2197
35044	GARFIELD AVENUE Project# RDC0011640	R. Shackleton	Garfield Avenue Montebello, CA 90640 TEL: None FAX: None	County of Los Angeles Department of Public Works 900 South Fremont Street Alhambra, CA 91803 TEL: 626-458-2185 FAX: 626-458-2197
35048	SAN PEDRO REPLACEMENT LIGHTING Project# W.O. L0449164	D. Kisner	6th & 7th Streets San Pedro, CA 90731 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-5427 FAX: 213-847-5436
35052	EXPOSITION PARK A.T.S.A.C. ADAPTIVE CONTROL SYS W.O.# L0402616	R. Shackleton	3615 S. Grand Avenue Los Angeles, CA 90007 TEL: 213-747-2741, 2764 FAX: 213-747-7426	City of Los Angeles 600 South Spring Street Los Angeles, CA 90014 TEL: 213-847-5500 FAX: 213-847-5566
36041	ELYSIAN VALLEY LIGHTING IMPROVEMENT PHASE I W.O.# L0419584	J. McGinley	Multiple Los Angeles, CA 99999 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36042	WEST SILVER LAKE REHAB STREET LIGHTING PROJEC W.O.# L0549166	J. McGinley	Multiple Los Angeles, CA 99999 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36044	PAMPAS RICAS SERIES TO MULT. CONVERSION STR. W.O.# L0549491	L.R. Pike	Multiple Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36075	NO. BROADWAY - SICHEL ST TO LA RIVER RPLMNT W.O.# L9749140 & L0689074	R. Shackleton	N. Broadway - Sichel St to LA River Los Angeles, CA 99999 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36112	PACOIMA STREET LIGHTING IMPROVEMENTS PHASE 3 W.O.# L0570042	J. McGinley	Desmond Street Pacoima, CA 91331 TEL: None FAX: None	City of Los Angeles 200 North Spring Street Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
37013	PACOIMA STREET LIGHTING IMPROVEMENTS PHASE 2 W.O.# L0519594 Contract# C-111270	N. Roberts	San Fernando Rd & Van Nuys Blvd. Pacoima, CA 91331 TEL: None FAX: None	City of Los Angeles 200 North Spring Street Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
37016	GLENDALE AS NEEDED - 2007 Purchase Order# 7000003211	R. Shackleton	Multiple Glendale, CA 91206 TEL: None FAX: None	City of Glendale 633 East Broadway, Room 300 Glendale, CA 91206 TEL: 818-548-3960 FAX: 818-956-3286
37031	WESTCHESTER ATSAC W.O.# L0602682	R. Shackleton	Westchester & Mid Wilshire District Los Angeles, CA 90011 TEL: None FAX: None	City of Los Angeles 600 South Spring Street Los Angeles, CA 90014 TEL: 213-847-5500 FAX: 213-847-5566
37051	DELANO & BECK LIGHTING IMPROVEMENT PHASE 1 W.O.# L0519598	R. Shackleton	Delano & Beck Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 1149 South Broadway, Suite 300 Los Angeles, CA 90015 TEL: 213-847-1430 FAX: 213-847-5566

CLOSED JOB LISTING

Job No.	Job Name	Proj. Mgr.	Job Addr/Phone	Customer Addr/Phone
37065	LOS ANGELES OXFORD/HOBART LIGHTING W.O.# L0570043	D. Hopkins	Oxford Avenue Los Angeles, CA 90018 TEL: None FAX: None	City of Los Angeles 1149 South Broadway, Suite 300 Los Angeles, CA 90015 TEL: 213-847-1345 FAX: 213-847-1846

Current Job Listing

Job No.	Job Name	Proj. Mgr.	Job Addr/Phone	Customer Addr/Phone
38043	AMALFI SUNSET CORSICA-CAPRI TO RAVOLI STR. LT W.O.# L0549489	R. Shackleton	Multiple Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
37071	GOLDEN STATE FWY ATSAC PH 1 W.O.# L0602697 Contract# C-112055	R. Shackleton	Golden State Freeway Los Angeles, CA 90011 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-1345 FAX: 213-847-1846
38010	HYDE PARK ATSAC W.O.# E1908893	R. Shackleton	Hyde Park Area Los Angeles, CA 90043 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-5500 FAX: 213-847-5566
38047	SECURITY LIGHTING UNIT 14 W.O.# L0819019 Contract# C-113570	D. Hopkins	Multiple Los Angeles, CA 90015 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-5500 FAX: 213-847-5566
38097	NORTH HOLLYWOOD ATSAC PH 2 W.O.# L0702729 Contract# C-114666	R. Shackleton	N. Hollywood Area Los Angeles, CA TEL: None FAX: None	City of Los Angeles 600 S. Spring Street Los Angeles, CA 90014 TEL: 213-847-5500 FAX: 213-847-5566
39023	EAST DOWNTOWN TRUCK ACCESS IMPROVEMENTS Subcontract# 1406-001	R. Shackleton	Washington/Alameda Blvd Los Angeles, CA 90021 TEL: None FAX: None	Los Angeles Engineering 633 N. Barranca Avenue Covina, CA 91723 TEL: 626-454-5222 FAX: 626-869-0902
39082	SAN PEDRO AUTOMATED TRAFFIC SIGNALS (ATSAC)	R. Shackleton	N. Westmount Dr. & S. 36th St. San Pedro, CA 90732 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-972-5047 FAX: 213-972-5074

Attachment B1

Closed Job Listing

35068	COLORADO/CAMPUS TS INSTALL Contract# 103856 Specification# 3087	R. Shackleton	Colorado & Campus Glendale, CA 91205 TEL: None FAX: None	City of Glendale 633 East Broadway, Room 300 Glendale, CA 91206 TEL: 818-548-3960 FAX: 818-409-7027
35069	GRAND & VENICE AFFORDABLE HOUSING Purchase Order# 055997	B. Davis	1500 South Grand Avenue Los Angeles, CA 90015 TEL: None FAX: None	Benchmark Contractors, Inc. 2901 28th Street, Suite 150 Santa Monica, CA 90405 TEL: 310-930-8389 FAX: 213-747-1252
35070	TRAFFIC SIGNAL MODIFICATION - OCEAN PARK & 23RD Contract# 8481 (CCS) SP-TS04-01	R. Shackleton	Ocean Park & 23rd Street Santa Monica, CA 90405 TEL: None FAX: None	City of Santa Monica 1685 Main Street Santa Monica, CA 90407 TEL: 310-710-0372 FAX: 310-998-3297
35076	FIBER OPTIC CABLE AND CONDUIT INSTALL Purchase Order# 108094	P. Thorp	2nd Street at B Avenue Fort Irwin, CA 92310 TEL: None FAX: None	Customized Support Services, Inc. 1111 Deming Way, Suite 100 Madison, WI 53717 TEL: 800-992-7749 FAX: 800-992-7750
35078	REPAIR TELEPHONE CONDUIT AS DIRECTED, GARDENA	B. Davis	1301 West 182nd Street Gardena, CA 90248 TEL: None FAX: None	Excel Paving Company 2230 Lemon Avenue Long Beach, CA 90806 TEL: 562-599-5841 FAX: 562-591-7485
35084	OLD CALTRANS DISTRICT 7 BLDG - DEMO	R. Shackleton	120 South Spring Street Los Angeles, CA 90012 TEL: None FAX: None	Cleveland Wrecking Company 628 East Edna Place Covina, CA 91723-1312 TEL: 626-705-0000 FAX: 626-967-1479
35090	SUMMIT AVE - STREET, SEWER & STORM DRAIN IMPRV Subcontract# 05010	R. Shackleton	Citrus Heights North Fontana, CA 92336 TEL: None FAX: None	Riverside Construction Company 111 North Main Street Riverside, CA 92502 TEL: 951-682-8308 FAX: 951-682-8350
35098	FIBER OPTIC & COPPER CABLE SPLICING & TESTING Purchase Order# 21	P. Thorp	Grand Avenue Santa Ana, CA 92701 TEL: None FAX: None	Moore Signals & Lighting 4511 East Eisenhower Anaheim, CA 92807 TEL: 714-693-4837 FAX: 714-693-4838
35099	CCTV, VIDEO DETECTION, FIBER OPTIC CABLE Purchase Order# 21	D. Hopkins	Multiple Westminster, CA 92683 TEL: None FAX: None	Ileris, Inc. 1515 South Manchester Avenue Anaheim, CA 92802 TEL: 714-780-7109 FAX: 714-780-7287
36004	VINCENT THOMAS BRIDGE - ITS Job# U2030 Caltrans# 07-129954 Federal Job# ACNH-P047-(007)E	D. Hopkins	Vincent Thomas Bridge San Pedro, CA 90731 TEL: None FAX: None	Royal Electric 3131 52nd Avenue Sacramento, CA 95823 TEL: 310-925-6922 FAX: 916-428-4136
36005	2006 SMALL NON-CERTIFIED TRANSPORTATION JOBS	N. Roberts	N/A	N/A
36013	JOINT FORCES TRAINING BASE, FO CABLE TERMINATION Purchase Order# 111506 Job# A1046 Fed# W91278-04-C-0056	A. Mendoza	Los Alamitos Air Force Base Los Alamitos, CA 90720 TEL: None FAX: None	Royal Electric 3131 52nd Avenue Sacramento, CA 95823 TEL: 310-925-6922 FAX: 916-428-4136
36019	MELROSE & ORLANDO	N. Roberts	Melrose & Orlando Los Angeles, CA TEL: None FAX: None	Colich Construction 1590 Francisco Street Torrance, CA 90501 TEL: 310-345-5582 FAX: 714-534-3209
36020	ALTON & JAMBOREE - SHEA HOMES	J. McGinley	Alton Pkwy & Jamboree Avenue Irvine, CA 92603 TEL: None FAX: None	Shea Homes 603 South Valencia Avenue Brea, CA 92823 TEL: 714-985-1300 FAX: 714-792-2500
36021	BALDWIN PARK BLVD @ TRACY STREET	R. Shackleton	Baldwin Park Blvd/Tracy Street Baldwin Park, CA 91702 TEL: None FAX: None	M & A Gabae, LP 1888 Century Park East Suite 450 Los Angeles, CA 90067 TEL: 310-247-0900 FAX: 310-247-1525
36022	STEWART STREET Purchase Order# 214751-000-OP	N. Roberts	Stewart Street & Olympic Blvd Santa Monica, CA 90401 TEL: None FAX: None	City of Santa Monica 1717 4th Street, Suite 250 Santa Monica, CA 90401 TEL: 310-458-2201 FAX: 310-395-2343

36025	JFTB UTILITY PROJECT Purchase Order# 111779 Job# U2026 Fed# W912LA-04-C-0005	A. Mendoza	Los Alamitos Air Force Base Los Alamitos, CA 90720 TEL: None FAX: None	Royal Electric 3131 52nd Avenue Sacramento, CA 95823 TEL: 310-925-6922 FAX: 916-428-4136
36029	ISLAND & E / FRIES & E	N. Roberts	500 Island Avenue Wilmington, CA 90744 TEL: None FAX: None	Wilson Electric 2605 Sierra Way La Verne, CA 91750 TEL: 909-593-5272 FAX: 909-593-6953
36030	HOMELAND DRIVE & VICTORIA AVENUE Subcontract# 6-366	J. McGinley	TS Homeland & Victoria Multiple, CA 99999 TEL: None FAX: None	Sully-Miller Contracting Company 100 East Orangethorpe Avenue, Suite 200 Anaheim, CA 92801 TEL: 714-578-9625 FAX: 714-578-9672
36031	UCR ARROYO FLOOD CONTROL PROJECT - UCR CAMP	J. McGinley	Canyon Crest Drive Riverside, CA 92521 TEL: None FAX: None	Riverside Construction 111 North Main Street Riverside, CA 92502 TEL: 951-682-8308 FAX:
36032	15 FWY FIBER / ITS Job# 4149 Federal Project# A2-0421/STPLM-5956(085)	D. Hopkins	15 Fwy @ Cantu-Galleano Ranch Rd Norco, CA 99999 TEL: None FAX: None	MSL Electric, Inc. 4580 East Eisenhower Circle Anaheim, CA 92807 TEL: 714-693-4837 FAX: 714-693-4838
36033	91 FWY / WEIR CANYON CCTV Job# 2146 Caltrans# 12-OG0504	D. Hopkins	91 Fwy / Weir Canyon CCTV Anaheim, CA 92807 TEL: None FAX: None	MSL Electric, Inc. 4580 East Eisenhower Circle Anaheim, CA 92807 TEL: 714-693-4837 FAX: 714-693-4838
36041	ELYSIAN VALLEY LIGHTING IMPROVEMENT PHASE I W.O.# L0419584	J. McGinley	Multiple Los Angeles, CA 99999 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36042	WEST SILVER LAKE REHAB STREET LIGHTING PROJEC W.O.# L0549166	J. McGinley	Multiple Los Angeles, CA 99999 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36044	PAMPAS RICAS SERIES TO MULT. CONVERSION STR. LTR. Pike W.O.# L0549491	LTR. Pike	Multiple Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36047	ARCADIA Project# 52414916	D. Hopkins	Huntington Drive Arcadia, CA 91007 TEL: None FAX: None	City of Arcadia 240 West Huntington Drive Arcadia, CA 91007 TEL: 626-574-5486 FAX: 626-447-3309
36048	SIGNAL HILL - ORANGE AVENUE	R. Shackleton	Orange Ave from Wardlow to I-405 Signal Hill, CA 90755 TEL: None FAX: None	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 TEL: 562-989-7352 FAX: 562-989-7391
36051	SAN FERNANDO & CAZADOR SIGNAL MODIFICATION W.O.# SZC11194	R. Shackleton	San Fernando Road & Cazador Los Angeles, CA 90065 TEL: None FAX: None	Colich Construction 1590 Francisco Street Torrance, CA 90501 TEL: 323-222-5165 FAX: 323-222-6712
36052	CITY OF ORANGE FIBER OPTIC INSTALL Bid# 056-38	D. Hopkins	Multiple Orange, CA 92618-2027 TEL: None FAX: None	City of Orange 300 East Chapman Avenue Orange, CA 92866 TEL: 714-744-5544 FAX: 714-744-5573
36053	YORBA LINDA BL TRAFFIC SIGNAL INTERCONNECT	R. Shackleton	Yorba Linda Boulevard Yorba Linda, CA 92886 TEL: None FAX: None	City of Yorba Linda 4845 Casa Loma Avenue Yorba Linda, CA 92886-3364 TEL: 714-961-7170 FAX: 714-731-9498
36054	COMMERCE CENTER DRIVE	R. Shackleton	Commerce Center-Industry Drive Santa Clarita, CA 91350 TEL: None FAX: None	The Newhall Land and Farming Company 23823 Valencia Boulevard Valencia, CA 91355-2194 TEL: 661-255-4017 FAX: 661-255-4422
36056	SANTA MONICA & OAKHURST/SAN VICENTE & WILSHIR	N. Roberts		City of Beverly Hills

			Multiple Los Angeles, CA 90210 TEL: None FAX: None	345 Foothill Road Beverly Hills, CA 90210 TEL: 310-285-2464 FAX: 310-278-1838
36057	MSL IRVINE MSL Job# 4147 Tustin II Tract# 16507	D. Hopkins	Harvard Avenue @ Moffet Irvine, CA 92606 TEL: None FAX: None	MSL Electric 4580 Eisenhower Circle Anaheim, CA 92807 TEL: 714-693-4837 FAX: 714-693-4838
36059	SANTA MONICA ON CALL - 2006	N. Roberts	Multiple Santa Monica, CA 99999 TEL: None FAX: None	City of Santa Monica 2500 Michigan Avenue Santa Monica, CA 90401 TEL: 310-710-0372 FAX: 310-998-3297
36061	EL TORO ROAD AT PASEO DE VALENICA INTERSECTION Subcontract# 18511.01	D. Hopkins	El Toro Road Laguna Hills, CA 92653 TEL: None FAX: None	All American Asphalt P O Box 2229 Corona, CA 92878 TEL: 951-739-7600 FAX: 951-739-4671
36069	ARCADIA ON-CALL 2006 Purchase Order# 76846	N. Roberts	Multiple Arcadia, CA 91066 TEL: None FAX: None	Public Work Services City of Arcadia 11800 Goldring Road Arcadia, CA 91006 TEL: 626-256-6664 FAX: 626-359-7028
36071	BURBANK AS NEEDED Bid Schedule# 1200	R. Shackleton	Multiple Burbank, CA 91510 TEL: None FAX: None	City of Burbank 275 East Olive Avenue Burbank, CA 91510 TEL: 818-238-5466 FAX: 818-238-3918
36073	MSL 15 FWY ON A RAMP	D. Hopkins	15 Fwy & Limonite Mira Loma, CA 99999 TEL: None FAX: None	MSL Electric 4580 East Eisenhower Circle Anaheim, CA 92807 TEL: 714-693-4837 FAX: 714-693-4838
36075	NO. BROADWAY - SICHEL ST TO LA RIVER RPLMNT W.O.# L9749140 & L0689074	R. Shackleton	N. Broadway - Sichel St to LA River Los Angeles, CA 99999 TEL: None FAX: None	City of Los Angeles Department of Public Works 221 North Figueroa Street, Suite 700 Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36078	BAY STREET Subcontract# 27071 Job# 691	N. Roberts	Bay Street & Thurin Avenue Costa Mesa, CA 92627 TEL: None FAX: None	BNB Engineering, Inc. 2602 South Halladay Street Santa Ana, CA 92707 TEL: 714-641-3745 FAX: 714-641-1804
36089	I-405 WILMINGTON OFF RAMP Caltrans# 07-188804	R. Shackleton	Rte I-405 @ NB Wilmington Off Ramp Carson, CA 99999 TEL: None FAX: None	Griffith Company 12200 Bloomfield Avenue Santa Fe Springs, CA 90670 TEL: 562-929-1128 FAX: 562-863-3488
36090	I-405 SEAL BEACH Caltrans# 12-OG6904	D. Hopkins	Route I-405 Seal Beach, CA 99999 TEL: None FAX: None	Peterson Chase 1792 Kaiser Avenue Irvine, CA 92614 TEL: 949-252-0441 FAX: 949-252-0266
36103	CLOVERFIELD BLVD. Purchase Order# 230321-000-OP	N. Roberts	Multiple Santa Monica, CA 90401 TEL: None FAX: None	City of Santa Monica 1685 Main Street, Room 115 Santa Monica, CA 90401 TEL: 310-458-2211 FAX: 310-393-6142
36108	POLB ALL HAZARD ALERT BROADCAST SYSTEM Federal Project Grant# 2005-15/OES ID# 037-43000	R. Pike	1249 Pier F Avenue Long Beach, CA 90802-6251 TEL: None FAX: None	City of Long Beach P O Box 570 Long Beach, CA 90801 TEL: 562-437-0041 FAX: 562-901-1725
36111	SAN SEVAINE CHANNEL, LOWER REACH & STAGE 9 Project# 06011	R. Shackleton	Etawanda Avenue & Jurupa Avenue Jurupa, CA 92337 TEL: None FAX: None	Riverside Construction Company 111 North Main Street Riverside, CA 92502 TEL: 951-682-8308 FAX: 951-682-8350
36112	PACOIMA STREET LIGHTING IMPROVEMENTS PHASE 3 W. O.# L0570042	J. McGinley	Desmond Street Pacoima, CA 91331 TEL: None FAX: None	City of Los Angeles 200 North Spring Street Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
36113	WHITTIER ADAPTIVE SIGNAL CONTROL SYSTEM Project# 07-257704	R. Shackleton	Whittier Bl frm Jordan Rd to Esperanza Whittier, CA 99999	Caltrans 14620 Carmenita Road Norwalk, CA 90650

			TEL: None FAX: None	TEL: 562-926-2537 FAX:
37012	TRAFFIC SGNL & STR IMPRV @ GRAND AVE & ORTEGA	J. McGinley	Grand Avenue & Ortega Hwy Lake Elsinore, CA 92530 TEL: None FAX: None	R. J. Noble Contractors 15505 East Lincoln Avenue Orange, CA 92365 TEL: 714-637-1550 FAX: 714-637-6321
37013	PACOIMA STREET LIGHTING IMPROVEMENTS PHASE 2 W. O.# L0519594 Contract# C-111270	N. Roberts	San Fernando Rd & Van Nuys Blvd. Pacoima, CA 91331 TEL: None FAX: None	City of Los Angeles 200 North Spring Street Los Angeles, CA 90012 TEL: 213-847-1828 FAX: 213-978-0278
37016	GLENDALE AS NEEDED - 2007 Purchase Order# 7000003211	R. Shackleton	Multiple Glendale, CA 91206 TEL: None FAX: None	City of Glendale 633 East Broadway, Room 300 Glendale, CA 91206 TEL: 818-548-3960 FAX: 818-956-3286
37017	2007 SMALL NON-CERTIFIED TRANSPORTATION JOBS	R. Shackleton	N/A	N/A
37021	SAN JOAQUIN & UNIVERSITY DRIVE TRAFFIC SGNL INST. Project# CIP336030 Bid# 06-2143	D. Hopkins	University Drive Irvine, CA 92623 TEL: None FAX: None	City of Irvine One Civic Center Plaza Irvine, CA 92623-9575 TEL: 949-724-6180 FAX: 949-756-8464
37024	BEACH BLVD., HWY 39 Contract# 12-0H0354	D. Hopkins	Beach Blvd, Warner to Westminster Huntington Beach, CA 99999 TEL: None FAX: None	Caltrans District 12 Office 3347 Michelson Drive, Suite 100 Irvine, CA 92110 TEL: 949-724-2000 FAX:
37025	ONTARIO COMMUNITY EVENT CENTER Bid# PFD06-OCEC-007	R. Shackleton	4000 Ontario Center Parkway Ontario, CA 91764 TEL: None FAX: None	City of Ontario 303 East B Street Ontario, CA 91764 TEL: 909-395-2185 FAX: 909-395-2167
37027	BEVERLY HILLS/S. SANTA MONICA SIGNAL SYNC PROJ	R. Shackleton	Multiple Beverly Hills, CA 90210 TEL: None FAX: None	City of Beverly Hills 455 North Rexford Drive Beverly Hills, CA 90210 TEL: 310-285-1000 FAX: 310-858-5965
37031	WESTCHESTER ATSAC W.O.# L0602682	R. Shackleton	Westchester & Mid Wilshire District Los Angeles, CA 90011 TEL: None FAX: None	City of Los Angeles 600 South Spring Street Los Angeles, CA 90014 TEL: 213-847-5500 FAX: 213-847-5566
37034	BELLEHURST STREET LIGHTING Specification# 3202	N. Roberts	Bellehurst & Glenoaks Glendale, CA 91206 TEL: None FAX: None	City of Glendale 141 North Glendale Avenue, 4th Level Glendale, CA 91206 TEL: 818-548-4877 FAX: 818-240-4754
37035	LONG BEACH AIRPORT	D. Hopkins	4100 Donald Douglas Drive Long Beach, CA 90808 TEL: None FAX: None	Royal Electric 3131 52nd Avenue Sacramento, CA 95823 TEL: 916-428-0286 FAX: 916-428-4136
37039	ALAMEDA & O STREET	N. Roberts	Alameda & O Street Los Angeles, CA 90744 TEL: None FAX: None	Ace Engineering Inc. 1880 Wright Avenue La Verne, CA 91750 TEL: 909-392-4600 FAX: 909-392-4992
37043	WILSHIRE & LE DOUX Contract# 195-07	N. Roberts	Wilshire & Le Doux Beverly Hills, CA 90210 TEL: None FAX: None	City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 TEL: 310-285-2464 FAX: 310-278-1838
37045	2ND STREET & OLIVE STREET Subcontract# 24020B 16-050.S	N. Roberts	2nd Street & Olive Street Los Angeles, CA 90012 TEL: None FAX: None	Matt Construction 9814 Norwalk Boulevard, Suite 100 Santa Fe Springs, CA 90670 TEL: 562-903-2277 FAX: 562-903-2290
37048	SANTA MONICA DOWNTOWN TRAFFIC SIGNALS Project# SP2048 FTA Fed Grant# CA-90-Y261 and CA-90-Y45	D. Hopkins	Multiple Santa Monica, CA 90401 TEL: None FAX: None	City of Santa Monica 1437 4th Street, Suite 300 Santa Monica, CA 90401 TEL: 310-710-0372 FAX: 310-998-3297
37046	TRAFFIC SIGNAL MOD, GOTHARD-WARNER-EDWARDS	D. Hopkins	Gothard St & Warner Huntington Beach, CA 92648	City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648

			TEL: None FAX: None	TEL: 714-536-5431 FAX:
37050	CANOGA AVENUE & SHERMAN WAY	N. Roberts	Canoga Ave & Sherman Way Canoga Park, CA 91303 TEL: None FAX: None	Sterling Real Estate Group, LLC 9735 Wilshire Blvd., Suite 122 Beverly Hills, CA 90212 TEL: 310-550-1001 FAX: 310-550-7082
37051	DELANO & BECK LIGHTING IMPROVEMENT PHASE 1 W. O.# L0519598	R. Shackleton	Delano & Beck Los Angeles, CA 90012 TEL: None FAX: None	City of Los Angeles 1149 South Broadway, Suite 300 Los Angeles, CA 90015 TEL: 213-847-1430 FAX: 213-847-5566
37052	BURBANK 06-07 TRAFFIC SIGNAL & SIGNING/STRIPING	R. Shackleton	Multiple Burbank, CA 91502-1216 TEL: None FAX: None	City of Burbank 301 East Olive Avenue Burbank, CA 91502 TEL: 818-238-3968 FAX: 818-238-5467
37054	2ND & SANTA MONICA/5TH & SANTA MONICA	N. Roberts	2nd & Santa Monica/5th & Santa Monica Santa Monica, CA 90401 TEL: None FAX: None	City of Santa Monica 2500 Michigan Avenue Santa Monica, CA 90404 TEL: 310-458-4982 FAX: 310-998-3297
37056	BURBANK BLVD. STREET IMPROVEMENT PROJECT Project# 1233	R. Shackleton	Burbank Blvd Burbank, CA 91502 TEL: None FAX: None	All American Asphalt P O Box 2229 Corona, CA 92878 TEL: 951-736-7600 FAX: 951-739-4671
37057	SANTA ANA FAIRVIEW/MACARTHUR & EDINGER/MOHA	D. Fernandez	Fairview/MacArthur & Edinger/Mohawk Santa Ana, CA 92701 TEL: None FAX: None	Alliance Street Works, Inc. 1111 Kimberly Avenue Anaheim, CA 92801 TEL: 714-449-7000 FAX: 714-578-5925
37058	COLBURN SCHOOL ON-SITE CONDUIT Subcontract# 2402016-051-S Project# 24020	N. Roberts	200 South Grand Avenue Los Angeles, CA 90045 TEL: None FAX: None	Matt Construction 9814 Norwalk Blvd., Suite 100 Santa Fe Springs, CA 90670 TEL: 562-903-2277 FAX: 562-903-2290
37059	AGOURA HILLS FOTS SYNC Project# NIB 07-01	R. Shackleton	Kanan Rd at Canwood & Thsrd Oaks Agoura Hills, CA 91301 TEL: None FAX: None	City of Agoura Hills 30001 Ladyface Ct. Agoura Hills, CA 91301 TEL: 818-597-7300 FAX: 818-597-7352
37063	RANCHO CUCAMONGA SIGNAL & LIGHTING Contract# 07-087	R. Shackleton	Multiple Rancho Cucamonga, CA 91730 TEL: None FAX: None	City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730-3801 TEL: 909-477-2740 FAX: 909-477-2849
37065	LOS ANGELES OXFORD/HOBART LIGHTING W.O.# L0570043	D. Hopkins	Oxford Avenue Los Angeles, CA 90018 TEL: None FAX: None	City of Los Angeles 1149 South Broadway, Suite 300 Los Angeles, CA 90015 TEL: 213-847-1345 FAX: 213-847-1846
37066	ARCADIA ON-CALL 2007-08 Purchase Order# 77419	N. Roberts	Multiple Arcadia, CA 91066 TEL: None FAX: None	City of Arcadia Public Works Services - Warehouse 11800 Goldring Road Arcadia, CA 91006 TEL: 626-256-6664 FAX: 626-359-7028
37069	INSTL/MOD TRAFF CTRL SYS IN LONG BCH Contract# 30209 FHA Fed Fund# STPLG-5108 (085)	R. Shackleton	Lewis Avenue and Market Street Long Beach, CA 90802 TEL: None FAX: None	City of Long Beach 333 West Ocean Blvd. Long Beach, CA 90802 TEL: 562-570-6895 FAX: 562-570-6012
37087	NEWHALL RANCH ROAD WIDENING Subcontract# 0715.610	D. Hopkins	Newhall Ranch Road Santa Clarita, CA 91355 TEL: None FAX: None	C.A. Rasmussen, Inc. 28548 Livingston Avenue Valencia, CA 91355 TEL: 661-367-9044 FAX: 661-367-9099
37088	EL SEGUNDO TRAFFIC SIGNALS Project# PW 07-09	R. Pike	Multiple El Segundo, CA 90245 TEL: None FAX: None	City of El Segundo 350 Main Street El Segundo, CA 90245 TEL: 310-524-2361 FAX: 310-640-0489
37093	BURBANK - THORNTON AVE & N. HOLLYWOOD WAY Job# 7025 Purchase Order# 7025-007	D. Hopkins	Thornton Ave & N Hollywood Way Burbank, CA 91504 TEL: None FAX: None	Lincoln Pacific Builders, Inc. 4501 Littlejohn Street Baldwin Park, CA 91706 TEL: 626-960-7738 FAX: 626-960-7739

37110	LAKE ELSINORE STREET NAME SIGNS INSTALL	D. Hopkins	Grand Ave & Ortega Hwy Lake Elsinore, CA 92530 TEL: None FAX: None	City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530 TEL: 951-674-3124 FAX: 951-674-8761
37113	DOWNTOWN PUBLIC SAFETY CAMERA SYSTEM Project# 5717 Purchase Order# 36702	D. Hopkins	Multiple Fullerton, CA 92832 TEL: None FAX: None	City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832 TEL: 714-738-6845 FAX: 714-738-3115
38002	2008 SMALL NON-CERTIFIED TRANSPORTATION JOBS	D. Hopkins	N/A	N/A
38003	CULVER CITY FIBER OPTIC/MUTUAL VIDEO SURV Contract# 2007-204	D. Hopkins	Multiple Culver City, CA 90232 TEL: None FAX: None	City of Culver City 9770 Culver Blvd Culver City, CA 90232 TEL: 310-253-5621 FAX: 310-253-5626
38007	CALLE MAYOR & PALOS VERDES	R. Shackleton	Calle Mayor & Palos Verdes Torrance, CA 90503 TEL: None FAX: None	City of Torrance 20500 Madrona Avenue Torrance, CA 90503 TEL: 310-618-6940 FAX: 310-781-6937
38008	CULVER CITY FOX HILLS TRAFFIC SIGNAL SYNC Project# P-852	R. Pike	Multiple Culver City, CA 90232 TEL: None FAX: None	City of Culver City 9770 Culver Blvd Culver City, CA 90232 TEL: 310-253-5621 FAX: 310-253-5626
38018	LAUSD EAST VALLEY HIGH SCHOOL #1A Subcontract# 1283000-083	R. Shackleton	8501 Arleta Avenue Sun Valley, CA 91352 TEL: None FAX: None	Turner Construction Co. 8501 Arleta Avenue Sun Valley, CA 91352 TEL: 818-504-4998 FAX: 818-504-4977
38046	NEWPORT BEACH TRAFFIC SIGNAL MOD PH 1 Contract# 3975	R. Pike	Multiple Newport Beach, CA 92660 TEL: None FAX: None	City of Newport Beach 3300 Newport Blvd Newport Beach, CA 92663 TEL: 949-644-3326 FAX: 949-644-3318
38047	SECURITY LIGHTING UNIT 14 W.O.# L0819019 Contract# C-113570	D. Hopkins	Multiple Los Angeles, CA 90015 TEL: None FAX: None	City of Los Angeles 200 North Spring Street, Room 355 Los Angeles, CA 90012 TEL: 213-847-5500 FAX: 213-847-5566
38052	TRAFFIC SIGNALS MOD AT ROSCOE BLVD Contract# 15752-8	D. Hopkins	Roscoe Blvd & Lennox Avenue Panorama City, CA 91402 TEL: None FAX: None	Los Angeles Dept of Water and Power 111 North Hope Street, Room 408 Los Angeles, CA 90012 TEL: 213-367-2319 FAX: 213-367-0018
38053	GLENDORA - GLADSTONE & WILLOW	R. Shackleton	Gladstone Street & Willow Avenue Glendora, CA 91740 TEL: None FAX: None	City of Glendora 116 East Foothill Blvd Glendora, CA 91741-3380 TEL: 626-914-8246 FAX: 626-914-9053
38054	PASADENA - LAKE AVE & DEL MAR BLVD ITS	R. Pike	Lake Avenue and Del Mar Blvd Pasadena, CA 91109 TEL: None FAX: None	City of Pasadena 100 North Garfield Avenue Pasadena, CA 91101-1726 TEL: 626-744-4756 FAX: 626-744-3921
38055	FOX HILLS MALL NEW ENTRANCE SIC REPAIR Purchase Order# 9446	R. Pike	Fox Hills Mall @ Sepulveda Blvd Culver City, CA 90232 TEL: None FAX: None	Bali Construction Inc. 9852 Joe Vargas Way South El Monte, CA 91733 TEL: 626-442-8003 FAX: 626-258-0624
38061	VALLEY BLVD. TRAFFIC SIGNALS Subcontract# 20826.03	R. Pike	Valley/Redwood & Valley/Live Oak Fontana, CA 92335 TEL: None FAX: None	All American Asphalt 400 East Sixth Street Corona, CA 92878-2229 TEL: 951-736-7600 FAX: 951-736-7646
38074	WESTCLIFF STREETLIGHT REPLACEMENT Contract# 3868	R. Pike	Newport Beach-various streets Newport Beach, CA 92633 TEL: None FAX: None	City of Newport Beach 3300 Newport Blvd. Newport Beach, CA 92633 TEL: 949-644-3314 FAX:
38080	GLENDALE SIGNAL MODIFICATION	D. Hopkins	Burchett and Central Glendale, CA 91203 TEL: None	Kam Sang Company 411 E. Huntington Drive Arcadia, CA 91006 TEL: 626-446-2988

			FAX: None	FAX: 626-446-3392
38109	SOMERSET RELOCATE Contract# 66268	R. Pike	Somerset Blvd & San Antonio Ave Paramount, CA 90670 TEL: None FAX: None	City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 TEL: 562-244-4591 FAX: None
38126	CONDUIT INSTALL ON ARIZONA AVE @ 16TH ST.	D. Hopkins	16th St. & Arizona Ave Santa Monica, CA 90404 TEL: None FAX: None	City of Santa Monica 1685 Main St. #110 Santa Monica, CA 90401 TEL: 310-864-6874 FAX: None
38998	TRANSPORTATION CLOSED JOBS	N/A	N/A	N/A
39002	ST LIGHT CONTROLLER RELOC @ LOMA LINDA UNIV. Contract# C322D16.400 Purchase Order# HS8122204	D. Hopkins	Anderson St. & Stewart St. Loma Linda, CA 92350 TEL: None FAX: None	Loma Linda University Adventist Health Sciences Center 24951 Stewart Street Loma Linda, CA 92354 TEL: 909-558-4555 FAX: 909-558-4204
39036	YL VEHICLE & PEDESTRIAN UPGRADES	D. Hopkins	Various Locations Yorba Linda, CA 92886 TEL: None FAX: None	City of Yorba Linda 4845 Casa Loma Avenue Yorba Linda, CA 92886 TEL: 714-961-7184 FAX: 714-986-1010
39049	LONG BEACH STREET CROSSINGS	R. Shackleton	Market & Carson on Atlantic Long Beach, CA 90807 TEL: None FAX: None	City of Long Beach 333 West Ocean Blvd. Long Beach, CA 90802 TEL: 562-570-6537 FAX: 562-570-7161
39056	TORRANCE BLVD & EARL ST. SIGNAL MOD	R. Shackleton	Torrance Blvd. & Earl St. Torrance, CA 90503 TEL: None FAX: None	City of Torrance 3031 Torrance Blvd. Torrance, CA 90503 TEL: 310-738-7589 FAX: 310-781-9937
39999	INDIRECT JOB COST - TRANSPORTATION	S. Goad	N/A	N/A

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

KDC, Inc. dba Dynatec 4402 Corporate Ctr. Dr. Los Alamitos, CA 90720 714-826-7000
Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

4.8.10
Date

William B. Davenport, V.P.

Print Name and Title of Officer or Authorized Representative

Dept. of Public Works - BSL Contract Administration
Awarding City Department

W.O. L1019021
Contract Number

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: SECURITY LIGHTING UNIT 16 ST LIGHTING PROJECT

RFB/RFQ/RFP # (if any): L1019021

Date RFB/RFQ/RFP Released: _____

Procuring Dept.: BSL

Mail Stop #: 545

Name of Dept. Contact: JANET W KWAN

Phone: (213) 847-1579

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: MOORE ELECTRICAL CONTRACTING INC

Company Address: 463 N SMITH AVENUE

City: CORONA

State: CA

Zip: 92880

Company Name: JASZ CO / J D SMITH CONSTRUCTION CO

Company Address: 1746 S ORANGE GROVE AVENUE

City: LOS ANGELES

State: CA

Zip: 90019

Company Name: K D C INC dba DYNALECTRIC

Company Address: 4462 CORPORATE CENTER DRIVE

City: LOS ALAMITOS

State: CA

Zip: 90720

Company Name: _____

Company Address: _____

City: _____

State: _____

Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING POSTING

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 1/5/11.

The Questionnaires were processed by:

☒ Dept. of Public Works for **Construction** Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature *Seffy Wiles For S.W.* Date 1/5/11

SIGNATURE SHEET AND AFFIDAVIT

~~X~~We, Chris Resamento, William B. Davenport, depose and say that I ~~am~~/We are
(Insert Name(s))

President & V.P. of KDC, Inc. dba Dynatectric
(Insert "Sole Owner", "Partner", "President", etc.) (Insert firm name and address of bidder)

44102 Corporate Ctr. Dr., Los Alamitos, CA 90720

A, B, C7, C10

Contractor's License No. 990173, License Classification C31, C46, Expiration Date 12-31-10
who submit this proposal to the Board of Public Works and hereby declare:

- (1) That ~~X~~We have read this proposal and have abided by and agree to the conditions herein and have carefully examined the project plans and read the specifications and ~~X~~We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications, for the unit prices or lump sums named in the Schedule of Work and Prices. Furthermore, ~~X~~WE have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and ~~X~~WE understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to ~~my~~/our firm.
- (2) That this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that ~~X~~We have 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, and that ~~X~~We have not in any manner sought by collusion to secure for ~~myself~~/ourselves an advantage over any other bidder.
- (3) This contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this contract by a third party is unintended and incidental to the purpose for which this contract is made.
- (4) That ~~X~~We as principal(s), acknowledge ~~myself~~/ourselves as being bound by the accompanying Bid Bond when completed by the Surety.
- (5) That ~~X~~We have read and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and the Board of Public Work's Policy of "Zero Spill" requirements as contained in this Proposal. If awarded this contract, ~~X~~We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this contract. ~~X~~WE further agree to act immediately, without instructions from City staff, to contain and cleanup any spill in any way involved with ~~my~~/our activities on this project without concern for who or what caused the spill.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

(Fill in Addenda received) 1, 2

THE CITY OF LOS ANGELES
acting by and through its
BOARD OF PUBLIC WORKS

By Cynthia M. Reyes
JAN 10 2011

~~X~~We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders of this proposal.

1. <u>Chris Resamento</u>	<u>President</u>	<u>4-8-10</u>
Signature <u>Chris Resamento</u>	Title	Date
2. <u>William B. Davenport</u>	<u>V.P.</u>	<u>4-8-10</u>
Second Signature <u>William B. Davenport</u>	Title	Date

Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY.

Security Lighting Unit 16 (SL-6541)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 8th day of April, 20 10,
by Date Month Year

(1) Chris Rescortto
Name of Signer

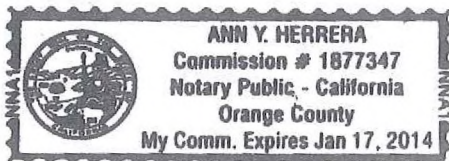
proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) William B. Davenport
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

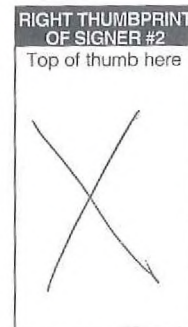
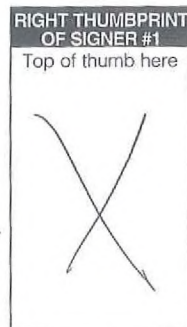
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Signature Sheet & Affidavit

Document Date: 4-8-10 Number of Pages: 1

Signer(s) Other Than Named Above: N/A



SECURITY LIGHTING UNIT 16
L1019021 (SL-6541)

BID BOND

(Not necessary when certified check or cashier's check accompanies bid)

We, the principal and undersigned Surety, acknowledge ourselves jointly and severally bound to the Department of Public Works of the City of Los Angeles, for an amount not less than ten percent (10%) of the total bid, to be paid to said Department if the proposal shall be accepted and the proposed contract awarded to the principal, and the principal shall fail to execute the contract within the time specified by the general instructions in the proposal; and to furnish the required faithful performance and labor and material bonds, within the time specified. It is hereby agreed that bid errors shall not constitute a defense to forfeiture, except as provided by the State of California Public Contracting Code Sections 5101 through 5105, or as they may be amended.

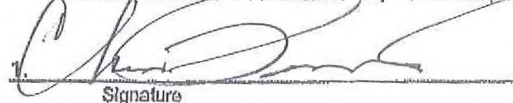
WITNESS our hands this 8th day of April, 2010

Dynalectric

4462 Corporate Center Dr., Los Alamitos, CA 90720

By:

Print Name of Owner or President of Corporation/Company

1. 
Signature

President

Title

4-8-10

Date

2.

Second Signature

Vice President

Second Signature Title

4-8-10

Second Signature Date

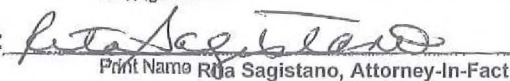
Travelers Casualty and Surety Company of America

Print Surety's Name

One Tower Square, Hartford, CT 06183

Mailing Address

By:


Print Name Rita Sagistano, Attorney-In-Fact

Mailing Address

By:

Print Name

NOTE: SIGNATURE OF THE AUTHORIZED AGENT OF THE SURETY MUST BE WITNESSED BY A NOTARY. If a bid bond is submitted on a form other than this form, the bid bond may not be acceptable. See Note 9 in the General Instructions and Information for Bidders of this proposal for more information.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

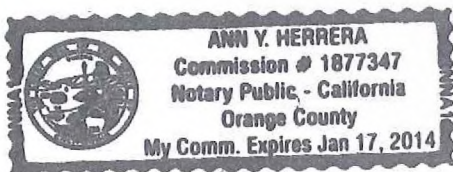
State of California

County of Orange

On 4-8-10
Date

before me, Ann V. Herrera, Notary Public
Here Insert Name and Title of the Officer

personally appeared Chris Pesavento, William B. Davenport
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 4-8-10

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Pesavento

Signer's Name: William B. Davenport

☒ Corporate Officer — Title(s): President

☒ Corporate Officer — Title(s): V.P.

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

X

Signer Is Representing: _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

X

Signer Is Representing: _____

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT— IF A CORPORATION**

State of New York, County of _____

ss.

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of _____; that he/she is the _____ of _____, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT— IF INDIVIDUAL OR FIRM

State of New York, County of _____

ss.


On this _____ day of _____, 20____, before me personally appeared _____, to me known to be (the individual) (one of the firm of _____) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau

ss.

On this 8th day of April, 2010, before me personally appeared Rita Sagistano, to me known, who, being by me duly sworn, did depose and say: That he/she resides in ~~the City of~~ Nassau County, New York; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.


Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

MELISSA HOWARD
Notary Public, State of New York
No. 01HO6173941
Qualified in Suffolk County
Term Expires September 4, 2011

FINANCIAL STATEMENT AS OF DECEMBER 31, 2008
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
Cash & Invested Cash	\$ 146,779,723	Unearned Premiums	\$ 846,309,219
Bonds	3,452,929,381	Losses	822,955,804
Stock	7,586,626	Loss Adjustment Expenses	276,222,162
Investment Income Due and Accrued	46,660,631	Commissions	52,167,068
Premium Balances	303,562,195	Taxes, Licenses and Fees	43,371,400
Reinsurance Recoverable	12,426,353	Other Expenses	29,247,064
Net Deferred Tax Asset	40,073,233	Current Federal and Foreign Income Taxes	104,163,980
Other Assets	86,225,430	Funds Held Under Reinsurance Treaties	105,962,816
		Other Accrued Expenses and Liabilities	80,894,170
		Total Liabilities	\$ 2,361,313,681
		Capital Stock	\$ 6,000,000
		Paid In Surplus	303,297,402
		Other Surplus	1,425,632,488
		Total Surplus to Policyholders	\$ 1,734,929,890
Total Assets	\$ 4,096,243,572	Total Liabilities & Surplus	\$ 4,096,243,572

Securities carried at \$6,059,054 in the above statement are deposited with public authorities, as required by law



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220626

Certificate No. 003536504

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, and George O. Brewster

of the City of Garden City, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of November, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 17th day of November, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

CAO #620722

Bond No. 105527546-Travelers
82206478-Federal

Contractor's Bond

Know all Men by these Presents:

THAT WE KDC INC., DBA: DYNALECTRIC, a corporation

4462 Corporate Center Drive, Los Alamitos, CA 90720

as PRINCIPAL,
Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 &
and Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059, a corporation

organized under the laws of the State of CT & IN and duly authorized to
transact business under the laws of the State of California, as surety, are held and firmly bound unto THE
CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, as obligee, in the just and full sum of
THREE HUNDRED SIXTY-TWO THOUSAND, TWO HUNDRED FIVE AND 00/100-----

----- Dollars (\$ 362,205.00),
for the payment whereof well and truly to be made said principal and surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the foregoing obligation is such, that whereas, the above bounded principal is about to enter into
a contract, attached hereto, with said obligee to do and perform the following, to-wit:

FOR SECURITY LIGHTING UNIT 16 STREET LIGHTING PROJECT - W.O. #L1019021

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all documents
incorporated therein by reference are expressly made a part hereof.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition
to arms of the contract, or to the work to be performed thereunder shall in anywise 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 the
work.

NOW, THEREFORE, if the above bounded principal shall well and truly perform the work contracted to be done under
said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and conditions of said
contract upon its or his part to be performed, then this obligation to be null and void, otherwise to remain in full force
and effect.

No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein.

Signed and sealed this 28th day of December A.D. 20 10.
Corporate Seal

KDC INC., DBA: DYNALECTRIC, a corporation

By [Signature]
President CHRIS PESAVENTO, PRESIDENT & CEO

By [Signature]
Secretary WILLIAM B. DAVENPORT, SECRETARY & CFO
Travelers Casualty and Surety Company of America &
Federal Insurance Company

By [Signature]
Rita Sagistano Attorney-in-Fact,
Surety.

Corporation or Individual principal must have signatures acknowledged
in the appropriate blank on the reverse hereof.
Corporate Seal must be impressed hereon in case of corporation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 1/13/11 before me, Wendy Bowling, Notary Public
Date Here Insert Name and Title of the Officer

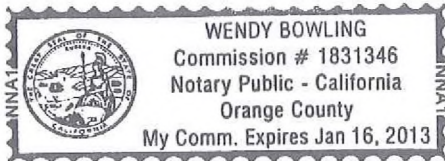
personally appeared Chris Pesavento and William B. Davenport
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Wendy Bowling
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contractor's Bond

Document Date: 12/28/10 Number of Pages: 1

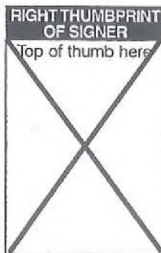
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Pesavento

- ☐ Individual
☒ Corporate Officer — Title(s): President & CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

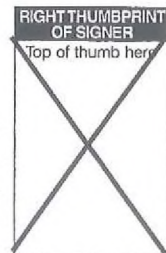
Signer Is Representing: KDC Inc.
dba Dynalectric
dba KDC Systems



Signer's Name: William B. Davenport

- ☐ Individual
☒ Corporate Officer — Title(s): Secretary & CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: KDC Inc.
dba Dynalectric
dba KDC Systems





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 222895

Certificate No. 003960731

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, and Colette R. Chisholm

of the City of Garden City, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of October, 2010.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 7th day of October, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

State of New York, County of _____

ss.

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of _____, the _____ of _____, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of _____

ss.

On this _____ day of _____, 20____, before me personally appeared _____, known to be (the individual) (one of the firm of _____) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau

ss.

On this 28th day of December, 2010, before me personally appeared Rita Sagistano, to me known, who, being by me duly sworn, did depose and say: That he/she resides in ~~DOCKPORT~~ Nassau County, NY; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Nelly Renciwich
Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

NELLY RENCHWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Queens County
Commission Expires March 1, 2014

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES	
CASH & INVESTED CASH	\$ 91,652,774	UNEARNED PREMIUMS	\$ 839,517,654
BONDS	3,673,396,648	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	391,664,338
PREMIUM BALANCES	183,601,015	COMMISSIONS	34,630,566
NET DEFERRED TAX ASSET	72,285,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	101,203,705
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,988
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,788
		POLICYHOLDER DIVIDENDS	8,825,721
		PROVISION FOR REINSURANCE	7,774,826
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,612,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,758,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,861
		TOTAL LIABILITIES	\$ 2,494,681,362
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,396,740,578
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,837,024,338
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

Securities carried at \$7,544,029 in the above statement are deposited with public authorities, as required by law



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Bean, George O. Brewster, Colette R. Chisholm, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Rita Sagistano of Garden City, New York

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **8th** day of **December, 2010**.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **8th** day of **December, 2010**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **28th** day of **December, 2010**



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }
COUNTY OF Nassau } ss

On this December 28th, 2010, before me personally came Rita Sagistano
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Nassau County, State of NY, that he/she is the Attorney-in-Fact of the
Federal Insurance Company the corporation described in which executed the
above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed
his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New
York, issued to Federal Insurance Company (Surety) his/her certificate of
qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New
York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate
has not been revoked.

Nelly Renchiwich
Notary Public

NY acknowledgement

NELLY RENCHIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Queens County
Commission Expires March 1, 2014

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 257,630	Outstanding Losses and Loss Expenses	\$ 11,900,150
United States Government, State and Municipal Bonds.....	11,077,454	Unearned Premiums.....	3,345,760
Other Bonds.....	4,042,056	Reinsurance Premiums Payable	322,875
Stocks	778,949	Provision for Reinsurance	79,993
Other Invested Assets.....	1,758,696	Other Liabilities.....	717,789
 TOTAL INVESTMENTS.....	 17,914,785	 TOTAL LIABILITIES	 16,366,567
Investments in Affiliates:		Special Surplus Funds.....	176,031
Chubb Investment Holdings, Inc.....	2,881,003	Capital Stock	20,980
Pacific Indemnity Company	2,200,172	Paid-In Surplus.....	3,106,809
Chubb Insurance Investment Holdings Ltd. ..	1,539,334	Unassigned Funds.....	11,017,701
Executive Risk Indemnity Inc.....	1,078,688	 SURPLUS TO POLICYHOLDERS.....	 14,321,521
CC Canada Holdings Ltd.....	607,555	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 \$ 30,688,088
Great Northern Insurance Company	453,227		
Chubb European Investment Holdings SLP ..	271,092		
Chubb Insurance Company of Australia ...	255,177		
Vigilant Insurance Company.....	176,625		
Other Affiliates	349,088		
Premiums Receivable	1,458,416		
Other Assets	1,502,926		
 TOTAL ADMITTED ASSETS	 \$ 30,688,088		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary

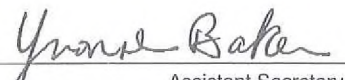
of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me
this


Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013


Assistant Secretary

CAO# 620722
01/04/11Bond No. 105527546-Travelers
82206478-Federal

Payment Bond

Know all Men by these Presents:

THAT WE KDC INC., DBA: DYNALECTRIC, a corporation4462 Corporate Center Drive, Los Alamitos, CA 90720as principal Travelers Casualty and Surety Company of America, One Tower Square,
Hartford, CT 06183 & Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059as sureties are held and firmly bound unto the CITY OF LOS ANGELES, California, a municipal
corporation, in the sum of THREE HUNDRED SIXTY-TWO THOUSAND, TWO HUNDRED FIVE AND
00/100 Dollars(\$ 362,205.00) lawful money of the United States, for which, payment well and truly to be made, we bind
ourselves, jointly and severally, firmly by these presents.Signed, sealed and dated December 28th, 20 10.The conditions of the above obligation is such that, whereas said principal has been awarded and is about to enter into
a written contract with the City of Los Angeles for SECURITY LIGHTING UNIT 16 STREET LIGHTING
PROJECT - W.O. #L1019021which is hereto attached, and to which reference is hereby made for all particulars, and is required by said city to give this
bond in connection with the execution of said contract;

Now, therefore, if said principal as contractor in said contract, or

subcontractor, fails to pay for any materials, provisions, provender or other
supplies or teams used in, upon or for or about the performance of work contracted to be done, or for any work or labor
done thereon of any amounts due under the Unemployment Insurance Act with respect to such work or labor, or for
any kind or for amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of
employees of the principal and his subcontractors pursuant to sec. 18806 of the Revenue and Taxation Code of the State ofCalifornia with respect to such work and labor, said sureties
will pay the same in an amount not exceeding the sum set forth above, and also in case suit is brought upon this bond, a
reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons, companies
and corporations entitled to file claims under and by virtue of the applicable provisions of Division III, Part 4, Title 15
(commencing with Section No. 3082) of the Civil Code of the State of California, or their assigns.WITNESS our hands this 28th day of December 20 10.
Corporate SealKDC INC. DBA: DYNALECTRIC, a corporationBy Chris Pesavento Principal.
CHRIS PESAVENTO, PRESIDENT & CEOBy William B. Davenport Secretary
WILLIAM B. DAVENPORT, SECRETARY, ICFOTravelers Casualty and Surety Company of America & Federal Insurance CompanyRita Sagistano Surety.Rita Sagistano SuretyCorporation, Partnership or Individual Principal must have signatures acknowledged
in the appropriate blank on the reverse hereof.
If a Corporation - Corporate Seal must be impressed hereon.

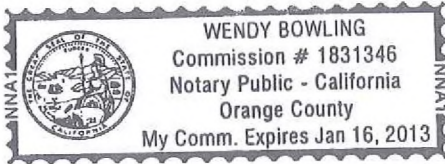
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 1/3/11 before me, Wendy Bowling, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Pesavento and William B. Davenport
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Wendy Bowling
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 12/28/10 Number of Pages: 1

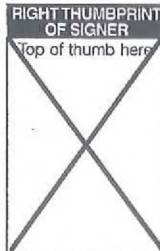
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Pesavento

- ☐ Individual
☒ Corporate Officer — Title(s): President & CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

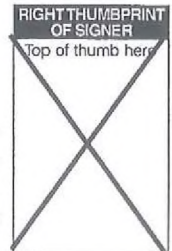
Signer Is Representing: KDC Inc.
dba Dynalectric
dba KDC Systems



Signer's Name: William B. Davenport

- ☐ Individual
☒ Corporate Officer — Title(s): Secretary & CEO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: KDC Inc.
dba Dynalectric
dba KDC Systems





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222895

Certificate No. 003960730

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, and Colette R. Chisholm

of the City of Garden City, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of October, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this the 7th day of October, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

State of New York, County of _____

ss.

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of _____, the _____ of _____, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of _____

ss.

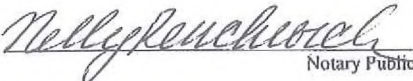
On this _____ day of _____, 20____, before me personally appeared _____, to me known to be (the individual) (one of the firm of _____) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau

ss.

On this 28th day of December, 2010, before me personally appeared Rita Sagistano, to me known, who, being by me duly sworn, did depose and say: That he/she resides in ~~Nassau County, NY~~ Nassau County, NY; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.


Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,480,000

NELLY RENCIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Queens County
Commission Expires March 1, 2014

ASSETS		LIABILITIES	
CASH & INVESTED CASH	\$ 91,652,774	UNEARNED PREMIUMS	\$ 839,517,654
BONDS	3,673,398,648	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	391,664,338
PREMIUM BALANCES	183,601,015	COMMISSIONS	34,630,566
NET DEFERRED TAX ASSET	72,285,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	101,203,705
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,988
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,786
		POLICYHOLDER DIVIDENDS	8,825,721
		PROVISION FOR REINSURANCE	7,774,826
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,612,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,758,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,861
		TOTAL LIABILITIES	\$ 2,494,681,362
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,396,740,578
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,837,024,338
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

Securities carried at \$7,544,029 in the above statement are deposited with public authorities, as required by law



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Bean, George O. Brewster, Colette R. Chisholm, Susan Lupski, Gerard S. Macholz, Camille Maltland, Robert T. Pearson, Rita Sagistano of Garden City, New York

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **8th** day of **December, 2010**.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **8th** day of **December, 2010**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **28th** day of **December, 2010**



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }
COUNTY OF Nassau } ss

On this December 28th, 2010, before me personally came Rita Sagistano
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Nassau County, State of NY, that he/she is the Attorney-in-Fact of the
Federal Insurance Company the corporation described in which executed the
above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed
his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New
York, issued to Federal Insurance Company (Surety) his/her certificate of
qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New
York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate
has not been revoked.

Nelly Renchiwich
Notary Public

NY acknowledgement

NELLY RENCHIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Queens County
Commission Expires March 1, 2014

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 257,630	Outstanding Losses and Loss Expenses	\$ 11,900,150
United States Government, State and Municipal Bonds.....	11,077,454	Unearned Premiums.....	3,345,760
Other Bonds.....	4,042,056	Reinsurance Premiums Payable	322,875
Stocks	778,949	Provision for Reinsurance	79,993
Other Invested Assets.....	1,758,696	Other Liabilities.....	717,789
 TOTAL INVESTMENTS.....	 17,914,785	 TOTAL LIABILITIES	 16,366,567
Investments in Affiliates:		Special Surplus Funds.....	176,031
Chubb Investment Holdings, Inc.....	2,881,003	Capital Stock	20,980
Pacific Indemnity Company	2,200,172	Paid-In Surplus.....	3,106,809
Chubb Insurance Investment Holdings Ltd. ..	1,539,334	Unassigned Funds.....	11,017,701
Executive Risk Indemnity Inc.....	1,078,688	 SURPLUS TO POLICYHOLDERS.....	 14,321,521
CC Canada Holdings Ltd.....	607,555	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 \$ 30,688,088
Great Northern Insurance Company	453,227		
Chubb European Investment Holdings SLP ..	271,092		
Chubb Insurance Company of Australia ...	255,177		
Vigilant Insurance Company.....	176,625		
Other Affiliates	349,088		
Premiums Receivable	1,458,416		
Other Assets	1,502,926		
 TOTAL ADMITTED ASSETS	 \$ 30,688,088		

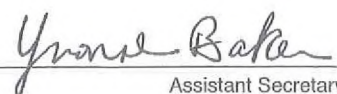
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me
this


Dorothy Baker
Notary Public


Assistant Secretary

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013

LIST OF SUBCONTRACTORS

Use pages 1-6 and 1-7 to list subcontractors including manufacturers, truckers and equipment rental companies.
Use page 1-8 to list vendors and/or suppliers and brokers.

To be eligible for award of this project, the Board of Public Works requires the bidder to subcontract a minimum of its bid, as discussed in the Mandatory Subcontracting Minimum (MSM) Requirement paragraph on the "Important Notice" page of the Proposal, to any qualified available Subcontractor(s). **Failure to list subcontractors and subcontracting amounts on pages 1-6 through 1-8 with the bid sufficient to meet or exceed the MSM may cause the bid to be rejected by the Board of Public Works as non-responsive.**

In accordance with provisions pertaining to the listing of Subcontractors, the bidder shall list herein each first tier Subcontractor to whom it proposes to subcontract portions of the work in an amount in excess of 1/2 of 1% of the Contractor's total bid or \$10,000.00, whichever is greater, and the dollar value of each listed subcontract. However, the bidder must list any additional subcontractor and dollar value to the subcontract, regardless of amount, if the bidder wishes to have the subcontract amount credited toward meeting both the MSM and MBE/WBE levels of participation for this project. Note the following when calculating the pledged levels of participation:

- * MSM credit will not be given to a joint venture partner listed as a Subcontractor by a joint venture.
- * Listed vendors and/or suppliers will be limited to 60% of their listed dollar value toward achieving both the MSM and the anticipated MBE/WBE levels of participation for this project, unless the vendor and/or supplier manufactures or substantially alters the materials/supplies.

Bidders are encouraged to use MBE/WBE firms whenever there is a need to subcontract portions of the work. No MBE/WBE credit will be given unless the subcontractor and subcontracting amounts are listed on pages 1-6 through 1-8.

Subcontractor Name, Business Address, Telephone Number, and Contact Person	State Contractor's License Number and Exp. Date	Certification Agency and Certification # (1)	Dollar Value of Subcontract
None	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE	WBE
Description of work:		Bid Item Nos.	

	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE	WBE
Description of work:		Bid Item Nos.	

	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE	WBE
Description of work:		Bid Item Nos.	

(1) Specify Certifying Agency: LA - City of Los Angeles, Bureau of Contract Administration
CT - State Department of Transportation (Caltrans)
MTA - Los Angeles County Metropolitan Transportation Authority

LIST OF SUBCONTRACTORS (continued)

Subcontractor Name, Business Address, Telephone Number, and Contact Person	Subcontractor License Number and Exp. Date	Certification Agency and Certification # (1)	Dollar Value of Subcontract
	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE WBE	Gender/Ethnicity:
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE WBE	Gender/Ethnicity:
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE WBE	Gender/Ethnicity:
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE WBE	Gender/Ethnicity:
Description of work:		Bid Item Nos.	
	License Number:	LA CT MTA	\$
	Expiration Date:	Cert #	Expiration Date:
		MBE WBE	Gender/Ethnicity:
Description of work:		Bid Item Nos.	

(1) Specify Certifying Agency: LA - City of Los Angeles, Bureau of Contract Administration
 CT - State Department of Transportation (Caltrans)
 MTA - Los Angeles County Metropolitan Transportation Authority

(Bidders must photocopy this page if additional subcontractors are to be listed)

LIST OF SUBCONTRACTORS (continued)

VENDOR AND/OR SUPPLIER AND BROKER PARTICIPATION RECOGNITION

The bidder must list herein names of vendors and/or suppliers and brokers and the dollar amounts for which the bidder has obligated itself (list manufacturers on page 1-6 or 1-7).

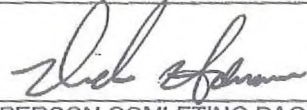
Vendor/Supplier/Broker Name, Business Address, Telephone Number, and Contact Person	Certification Agency and Certification # (1)	Supplier / Broker Subcontract Information
WALTERS Wholesale Electric	LA CT MTA	Total Dollar Amount of Subcontract
200 N. BERRY ST.	Cert#	\$ 237,718
Brea, CA 92821	MBE WBE	Dollar Amount Applicable Toward MBE/WBE/MSM Participation Levels (2) (3)
714-784-1821 DON JENSEN	Exp.:	
Description of material / service rendered: POLES & LUMINAIRES	Gen./Eth.:	\$

	LA CT MTA	Total Dollar Amount of Subcontract
	Cert#	\$
	MBE WBE	Dollar Amount Applicable Toward MBE/WBE/MSM Participation Levels (2) (3)
	Exp.:	
Description of material / service rendered:	Gen./Eth.:	\$

	LA CT MTA	Total Dollar Amount of Subcontract
	Cert#	\$
	MBE WBE	Dollar Amount Applicable Toward MBE/WBE/MSM Participation Levels (2) (3)
	Exp.:	
Description of material / service rendered:	Gen./Eth.:	\$

- (1) Specify Certifying Agency: LA- City of Los Angeles, Bureau of Contract Administration
CT- State Department of Transportation (Caltrans)
MTA - Los Angeles County Metropolitan Transportation Authority
- (2) MBE/WBE/MSM participation credit for vendor and /or supplier is **LIMITED TO 60%** of amount paid, unless the vendor/supplier manufactures or substantially alters the materials/supplies. Multiply the "Total Dollar Amount of Subcontract" by 0.6 if applicable.
- (3) MBE/WBE/MSM participation credit for brokers is **LIMITED TO THE FEE OR COMMISSION** charged for providing the desired service. Multiply the "Total Dollar Amount of Subcontract" by the broker's commission percentage.

BIDDER'S FAILURE TO ACHIEVE THE MSM PERCENTAGE MAY RESULT IN THE BOARD OF PUBLIC WORKS DECLARING THE BID NON-RESPONSIVE.

NICK HARMAN 
NAME & SIGNATURE OF PERSON COMPLETING PAGES 1-6 THROUGH 1-8

ESTIMATOR
TITLE

714-828-7000
TELEPHONE NO.

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that KDC, Inc. dba Dynalectric will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the terms of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

Upon signing below, the bidder by his/her signature affixed hereto declares under penalty of perjury that he/she has read the Child Support Assignment Orders contained in the City's Ordinance No. 172401 and accepts all the City's requirements contained therein throughout the duration of this project.

Signature

V.P.

Title

KDC, Inc. dba Dynalectric
Company Name

4-8-10
Date

Security Lighting Unit 16 (SL-6541)

HIRING OF "LOCAL-HIRE" PERSONNEL IN CITY PROJECTS

The City requests that each contractor state his/her respective willingness to voluntarily provide training and employment opportunities for "at-risk" individuals in the community as detailed in the MAYOR'S EXECUTIVE ORDER No. PE-6.

Please note that your participation is entirely voluntary and no special benefits or favors will be granted to those who volunteer for this innovative initiative. The City takes no responsibility for the personnel nor any costs resulting from this hiring. All existing contract provisions and applicable laws remain in place.

Procedure for Contractors to hire SNAP Workers as Apprentices

- I. The interested contractor contacts LA SNAP JOBS Coordinator at the City's Bureau of Contract Administration, Jose Ramirez at (213) 847-2629, Rodger Shimatsu at (213) 847-2656, or Manny Perez at (213) 847-2651 to obtain a list of qualified community based organizations.
- II. After selecting the desired candidate(s), the contractor sends them to Sergio Rascon, Business Manager of Laborers' Local 300 to be initiated as an apprentice.
- III. Sergio Rascon initiates them into the Union.
- IV. Sergio Rascon sends the initiation papers to the State for approval.
- V. The State returns the approved initiation papers to Sergio Rascon indicating that the candidate is in an apprentice program certified by the State.
- VI. The candidate is now eligible to work as an apprentice.

Instructions: Please check the appropriate box. Print or type the required information below. Sign and date the document. Turn in this form with your bid proposal package.

- ☐ Yes, we will participate in the voluntary program to provide training and employment opportunities for "at-risk" individuals in the community as detailed in the Mayor's Executive Directive No. PE-6.
- ☒ No, we will not participate in the voluntary program to provide training and employment opportunities for "at-risk" individuals in the community as detailed in the Mayor's Executive Directive No. PE-6.

KDC, Inc. dba Dynatectric
Company Name

William B. Davenport
Print Name

V.P.
Title

[Signature]
Signature

4-8-10
Date

CITY OF LOS ANGELES
EQUAL BENEFITS ORDINANCE
(Los Angeles Administrative Code Section 10.8.2.1)

1. What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

2. What types of agreements are covered by the Ordinance?

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

3. When does the Ordinance become applicable?

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

4. Are agreements entered into before the effective date of the Ordinance affected?

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All of the City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

11. What happens if a contractor is found to be in violation of the Ordinance?

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

12. What happens if a subcontractor is found to be in violation of the Ordinance?

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

13. Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

- 1. Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
 - b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
 - c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
- 2. Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).
Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.
 - 3. Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
 - 4. The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.

COMPLIANCE

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: Bureau of St. Lighting Contract Admin. Contact/Phone: Janet Kwan 213-847-1579

SECTION 1. CONTACT INFORMATION

Company Name: KDC, Inc. dba Dynalectric

Company Address: 4462 Corporate Gr. Dr.

City: Los Alamitos State: CA Zip: 90720

Contact Person: Dusty Star Lord Phone: 714-828-7000 Fax: 714-484-2305

I am a one-person contractor, and I have no employees. ☐ Yes ☒ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 450

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☒ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☒ Yes ☐ No

If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 8th day of April, in the year 2010, at Los Alamitos, CA
(City) (State)

Signature [Signature]
Mailing Address 4402 Corporate Ctr. Dr.
Los Alamitos, CA 90720
City, State, Zip Code
95-3041910
Federal ID Number

Name of Signatory (please print) William B. Davenport
Title Sec. Treas., V.P.

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015

Phone: (213) 847-1922 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015

Phone: (213) 847-1922 - Fax: (213) 847-2777

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

 - Date domestic partner (same and different sex) coverage will become effective.

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.

N/A

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

PROVISIONAL COMPLIANCE

C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if all of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit:	<u>NECA</u>	Start date:	<u>7-1-08</u>	End date:	<u>6-30-11</u>
Name of Bargaining Unit:		Start date:		End date:	
Name of Bargaining Unit:		Start date:		End date:	

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

<u>Chris Pesaranto</u>		<u>President</u>	<u>4-8-10</u>
Name of Signatory (Print)	Signature	Title	Date

3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.


Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 8TH day of April, in the year 2010, at Los Alamitos, CA
(City) (State)

<u>VDC, Inc. dba Dialectric</u>	<u>Chris Pesaranto</u>		<u>President</u>
Name of Company	Name of Signatory (Print)	Signature	Title

REASONABLE MEASURES

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

N/A

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company	Federal ID Number		
Street Address	City,	State	Zip
Contact Person/Title	Telephone Number	Fax Number	

Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). To apply, contractors must submit:

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name of Signatory (Print)	Signature	Title	Date
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CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, _____, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Street Address	City	State	Zip

3. Has the Company submitted the SDO Affidavit previously? ☐ NO ☐ YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in _____ (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

_____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on _____ at _____, _____
(Date) (City) (State)

Signature: _____ Title: _____

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

ENHANCED ELECTRICAL SAFETY POLICY

1.1 The Requirement

The Board of Public Works Enhanced Electrical Safety Policy is applicable for all projects with on-site electrical work estimated at \$100,000.00 or more. See Proposal Part I.

A. The key elements of the Enhanced Electrical Safety Policy are:

- Requiring a minimum of 70 percent of all "Journeyman Wiremen" to be graduates of a State of California Approved Electrical Apprenticeship Program or hold a valid C-10 California Contractor's License issued by the State of California.
- Requiring a minimum of 20 percent of the jobsite electrical workers to be OSHA 10-hour General Industry Safety and Health Certified.
- Requiring at least one jobsite electrical worker to be OSHA 30-hour General Industry Safety and Health Certified.

B. The Contractor is required to certify their compliance. The Contractor shall complete and sign BCA Form 168 and submit with their Bid Proposal. Failure to sign and submit BCA Form 168 may result in the contractor's bid being deemed non-responsive.

- To guarantee that required levels of compliance are maintained, the Contractor is required to submit the BCA Form 168 to the Project Inspector prior to commencing work and at any time there are significant changes to staffing levels performing electrical work for the duration of the project.

C. **Electrical Work** is defined as placement, installation, erection, or connection of any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells, or any part thereof, which generates, transmits, transforms, or utilizes electrical energy in any form for any purpose, regardless of voltage.

D. **Electrical Work** is to be performed by Journeyman Electrician, Transportation System Electrician, Transportation System Technician, or Apprentices currently being trained in a California Approved Electrical Apprenticeship Program under the supervision of a Journeyman electrician.

DEPARTMENT OF PUBLIC WORKS
Bureau of Contract Administration

ELECTRICAL SAFETY POLICY - IMPLEMENTATION PLAN

PROJECT: Security Lighting Unit 16 W.O. L1019021 (SL-6541)

INSPECTOR: _____ DATE: _____

THE CONTRACTOR SHALL: PLAN AND IMPLEMENT THE ELECTRICAL SAFETY POLICY IN ACCORDANCE WITH THE BOARD OF PUBLIC WORKS POLICY:

Electrical work is to be performed by Journeyman Electrician, Transportation System Electrician, Transportation System Technician, or Apprentices currently being trained in a California Approved Electrical Apprenticeship Program under the supervision of a Journeyman Electrician.

APPRENTICES AND JOURNEY-LEVEL WORKERS:

	All apprentices will be registered in a State of California Approved Apprenticeship Program
	The use of Journey-Level workers will comply with all State of California labor laws.

THE WORKFORCE OF PROJECTS DESIGNATED AS REQUIRING "ENHANCED ELECTRICAL SAFETY CRITERIA" SHALL COMPLY WITH THE FOLLOWING:

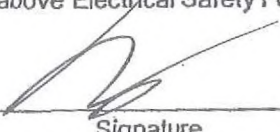
	70% of all "Journeyman Wiremen" will be graduates of a State of California Approved Electrical Apprenticeship Program or hold a valid C-10 California Contractor's License issued by the State of California.
	20 % of the jobsite electrical workers will be OSHA 10-hour General Industry Safety and Health Certified.
	At least one jobsite electrical worker will be OSHA 30-hour General Industry Safety and Health Certified.

	The required workforce ratios will be determined by verifying the workforce composition on a daily basis.
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Electrical Work is defined as placement, installation, erection, or connection of any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells, or any part thereof, which generates, transmits, transforms, or utilizes electrical energy in any form or for any purpose regardless of voltage.

FAILURE TO FULLY IMPLEMENT AND MONITOR THE ELECTRICAL SAFETY POLICY MAY RESULT IN AN ASSESSMENT OF PENALTIES AND/OR POSSIBLE SANCTIONS AGAINST THE CONTRACTOR.

Distribution: Contractor
Job File
Project Engineer

As the contractor's representative, I understand and agree to comply with the above Electrical Safety Policy.	
 Signature William B. Davenport - V.P.	<u>4-8-10</u> Date



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

W-D-L1019021

Department:

Dept. of Public Works - Bureau of Street Lighting

Name of Bidder:

KEC, Inc. dba Dynallectric

Phone:

714-828-7000

Address:

4462 Corporate Ctr. Dr., Los Alamitos, CA 90720

Email:

aherrera@dyna-la.com / nharman@dyna-la.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: 4-8-10

Signature:

Name: William B. Davenport

Title: Sec. Trans., CFO, V.P.

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

BID PROPOSAL

PART II

PROPOSAL

PART II

(Pages 2-1 thru 2-8)

THE CITY OF LOS ANGELES NON-DISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION REQUIREMENTS FOR CONSTRUCTION CONTRACTORS

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8, requires entities doing business with the City to comply with a Non-Discrimination/Affirmative Action Program.

Every contract which is let, awarded or entered into on behalf of the City of Los Angeles, shall contain by insertion therein a non-discrimination clause, contained herein, obligating the Contractor not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientations, age or physical handicap. All sub-contracts awarded under this contract shall contain similar non-discrimination clause.

If your company **has not** submitted a signed certificate and an affirmative action plan to the Office of Contract Compliance for approval, the bidder **must** submit one of the following with the bid:

- Plan A - Los Angeles City Affirmative Action Plan (attached herewith); or
- Plan B - The signed certificate and the Bidder's own Affirmative Action Plan. The plan must contain at a minimum all of the elements of the City's plan.

If your company already has submitted and received an approval from the Office of Contract Compliance, please indicate the date of approval below.

Date of approval: _____.

Note: A signed certificate and plan are effective for twelve (12) months from the date of approval by the Office of Contract Compliance.

CITY OF LOS ANGELES

 Awarding Dept.: _____
 Dept. Contact: _____
 MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:**
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:**
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:**
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:**
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that Dusty Star Lord EEO is hereby
 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

4462 Corporate Ctr. Dr., Los Alamitos, CA 90720, (714) 828-7000
 WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

KDC, Inc. dba Dynalectric
 COMPANY NAME

4462 Corporate Ctr. Dr.
 ADDRESS

Los Alamitos, Orange County, CA 90720
 CITY, COUNTY, STATE, ZIP

[Signature]
 AUTHORIZED SIGNATURE

William B. Darnhart, Sr./Treas., CFO, V.P.
 NAME AND TITLE (TYPE OR PRINT)

714-828-7000
 TELEPHONE

4-8-10
 DATE

TOTAL COMPOSITION OF WORK FORCE

☐ PRIME ☐ SUB ☐ BCA Form (6/08)

OCC#

Contractor Dynallectric Project Title Security Lighting Unit 16 Length of Contract 85 w.o.
 Contractor Address 4400 Corporate Cir. R., Los Alamitos, CA 90720 Work Force as of (Date) 4-8-10 (If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN/PACIFIC ISLANDER			AMERICAN INDIAN/ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																							
Brick Layers																							
Carpenters																							
Electricians	1	1	0	5	14	1	6	1	0	2	0	0	6	1	0	12	27	1	50	59	100	149	0
Gunite Workers																							
Iron Worker																							
Laborers				27	1	0							2	0	0	29	1	0	93	100	0	30	0
Operator Engineers				2	0	0							2	0	0	4	0	0	50	0	0	4	0
Painters																							
Pipe Trades													1	0	0	1	0	0	0	0	0	1	0
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL	1	1	0	80	15	1	6	1	0	2	0	0	66	11	0	155	28	1	97	61	100	184	0

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN OR PACIFIC ISLANDER			AMERICAN INDIAN/ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
	Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		R	T		R	T		M	F
Official & Managers													3	0		3	0		0	0		3	0
Professionals	2	0		1	0		8	0		0	0		13	0		24	0		46	0		21	3
Technicians				1	0								3	0		4	0		25	0		4	0
Sales Workers																							
Office / Clerical													1	0		4	0		75	0		1	3
Semi-Skilled																3	0		100	0		3	0
Laborers (Unskilled)																							
Service Workers																							
TOTAL	2	0		5	0		11	0		0	0		20	0		38	0		47	0		32	6

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☐ Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation.
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
- Recruit and refer minority, women and other employees to such programs;
 - Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
- What steps were taken, how and on what date.
 - To whom those efforts were directed.
 - The responses received, from whom and when.
 - What other steps were taken or will be taken to comply and when.
 - Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

DATE

OFFICER'S SIGNATURES

FIRM NAME

OFFICER'S NAME AND TITLE (TYPE OR PRINT)