

CITY OF SEBASTOPOL



NOTICE TO BIDDERS, PROPOSAL, CONTRACT

FOR

CONSTRUCTION OF THE

Youth Annex ADA Upgrades

CONTRACT NO. 2024-01

BID OPENING DATE:

2:00 PM 3/14/2024

**CITY OF SEBASTOPOL
ENGINEERING DEPARTMENT
714 Johnson Street**

**SEBASTOPOL, CALIFORNIA 95472
PHONE: (707) 823-2151**

Approved for Release:

A handwritten signature in blue ink, appearing to read "Mario Landeros", is written over a horizontal line.

Mario Landeros, City Engineer

02/22/24

Date

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Engineer of the City of Sebastopol at the Engineering Department located 714 Johnson Street, Sebastopol, County of Sonoma, State of California, until the hour of 2:00 p.m., on the 14 day of March, 2024 at which time they will be publicly opened and read aloud in the conference room of the Public Works Department, 714 Johnson Street, Sebastopol, California, for:

Youth Annex ADA Upgrades
City Contract No. 2024 - 01

Project plans and specifications may only be obtained by registering for the project plan holder list. Contact DraTech at (707) 578-9442 or visit <https://www.drafttechplanroom.com/> for more information on obtaining project documents and registering for the project plan holder list. Any bidder not registered for the plan holders list prior to the bid opening date shall have their bid deemed non-responsive. Questions may be directed to engineering@cityofsebastopol.gov.

The Work in general consists of correcting Accessibility Non-compliance Issues at the exterior only of the building and site at the Youth Annex. Work includes new hi-lo drinking fountain installation with pipe rail guards, cutting in new replacement door (1), revising door hardware (2), revising parking stall slope, new curb and curb ramp, concrete flatwork to correct ramp slope, metal railing, signage, and striping.

The Engineer's estimate of cost is \$ 163,000.

In accordance with California Public Contract Code Section 3300, a valid class A or B California contractor's license is required to bid on the project.

Pursuant to the provisions of Section 1720 et seq. of the Labor Code of California, the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Sonoma County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Sonoma County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the project.

In accordance with the California Labor Code Section 1773.2, copies of the applicable determinations of the Director are on file in the City of Sebastopol City Engineer's Office and may be reviewed upon request.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the Special Provisions or project plans by manufacturer name, brand, or model number, unless the Special Provisions or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the City Engineer's Office for review at least seven (7) working days before the time specified for bid opening in accordance with the information for bidders contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the City, certified check made payable to the City, or a bidder's bond.

The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the City complete executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the city. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 9554, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the City.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by the City from progress payments to ensure performance under the contract in accordance with the contract documents.

The City of Sebastopol reserves the right to postpone the date and time for the opening of the proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The City of Sebastopol reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90-day period after the bid opening.

Questions regarding this Notice may be submitted to engineering@cityofsebastopol.org.

By order of the City Council of the City of Sebastopol, Sonoma County, California.

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/s/ Reyna Ramirez
Management Analyst

Date: 2/22/2024.

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INFORMATION FOR BIDDERS

1. DEFINITIONS

- 1.1 Bid forms. The bid forms are the forms listed in the Bid Forms Section in the bid package Table of Contents.
- 1.2 Bid package. A complete bid package consists of the following documents: Notice to Bidders, Information for Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Non-collusion Affidavit, Workers Compensation Insurance Certification, Debarment and Suspension Certification, Acknowledgement of Indemnity and Insurance Requirements, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Bidder's Signature Page, Contract Documents Check List, Contract, Part 1, Performance Bond, Payment Bond, Escrow Agreement (if applicable), General Provisions, Special Provisions, the Project Plans.
- 1.3 Business day. The City is open for business Monday through Thursday, excluding holidays, from 7:00 a.m. to 5:30 p.m. (Note that the office is closed noon – 12:30 p.m. for lunch.)
- 1.4 Contract documents. All of the documents incorporated into the final Project contract as listed in the contract, as described in the Contract.
- 1.5 Project. The Project is the Youth Annex ADA Upgrades as described in the bid package.
- 1.6 Project Plans. The Project Plans are the primarily graphic detailed requirements concerning the Project contained in the bid package.
- 1.7 Special Provisions, Part 3. The Special Provisions provide detailed requirements concerning the Project.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the bid package and the bid is in accordance with all the requirements of the bid package and applicable law.
- 2.2 Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 2.3 The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions.
- 2.4 Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.

- 2.5 The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

3. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 3.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the City must be sent to the address specified in the Notice to Bidders for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 3.2 Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the City and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the City and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

4. PRE-BID ACCESS TO THE PROJECT SITE

- 4.1 Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 4.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

5. BIDDING PROCEDURE

- 5.1 Bids must be delivered to the City of Sebastopol, 714 Johnson Street, Sebastopol, California 95472, no later than the time and date specified in the Notice to Bidders. Bids will be opened and read publicly at that time. Bids that are submitted late

according to the official time kept by the Public Works Management Analyst or a designee will be returned unopened. Telephones for use by bidders are not available at the City offices.

- 5.2 In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.
- 5.3 Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing must also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 5.4 No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 5.5 In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder's security specified in the Notice to Bidders in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice to Bidders for the purpose of determining the lowest price bid. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if issued a notice of award concerning the Project contract, will execute and submit to the City all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with the City within ten (10) working days of receipt of the notice of award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.
- 5.6 In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Bidders, all Project work must be performed by properly licensed contractors and subcontractors with

active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date in the proposal under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.

- 5.7 Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Part 7, Chapter 1 of the Labor Code., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.
- 5.8 If the bid forms include a bidder's questionnaire, all bids must include a completed bidder's questionnaire on the forms provided. By submitting a bid, bidders authorize City representatives to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers to the full extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder to perform the Project.
- 5.9 Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the Management Analyst. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.

6. BID PROTESTS

- 6.1 Any protest of the proposed Project award must be submitted in writing to the City and received at the City, Public Works Office, 714 Johnson Street, Sebastopol, no later than 5:00 PM on the third business day following the date of the bid opening.
- 6.2 The protest must contain a complete statement of the basis for the protest.
- 6.3 The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 6.4 The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.

- 6.5 The party filing the protest must have submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- 6.6 The procedure and time limits set forth in these Information for Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 6.7 The City will review all timely protests prior to award of the contract. The City will not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the award, the City Council will also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section will be construed as a waiver of the City Council's right to reject all bids.

7. AWARD

- 7.1 In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California UPCCAA under the Public Contract Code Section 22000, et. seq. and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the additive or deductive alternate items listed in the Notice to Bidders. In accordance with the contract documents and applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 7.2 The successful bidder must submit to the City complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City.
- 7.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.
- 7.4 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized City representative will execute the Project contract, and the City will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

8. PRICING

- 8.1 If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit

price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.

8.2 If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.

8.3 Any federal, state, or local tax payable on articles to be furnished for the Project will be included in the lump sum total bid price and paid by the Contractor under the contract. The City is exempt from federal excise tax and will provide a certificate of exemption to the successful bidder upon request.

9. QUANTITIES

9.1 Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

9.2 The City may amend, decrease or increase the Project work in accordance with the bid package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

10. SUBSTITUTION OF "OR EQUAL" ITEMS

10.1 In accordance with California Public Contract Code Section 3400, where the Special Provisions or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Special Provisions or Project Plans specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Special Provisions indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it will be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Special Provisions or Project Plans. Unless the Special Provisions or Project Plans indicate that a particular brand product is necessary to

match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.

- 10.2 Complete information for products proposed as equals must be submitted to the City for review at least seven (7) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted less than seven (7) days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Special Provisions or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

11. SUBCONTRACTING

- 11.1 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a complete list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 11.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.
- 11.3 The Contractor must perform with his or her own organization a value of work amounting to not less than 50% of the contract amount in accordance with the Contract.
- 11.4 Subcontractors must meet all applicable indemnification and insurance requirements as detailed in the Acknowledgement of Indemnity and Insurance Requirement.

12. ASSIGNMENT

- 12.1 Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the City. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

13. BONDS

- 13.1 The successful bidder must submit to the City a performance bond within ten working days of receiving written notice of award. If the Project involves expenditures in excess of twenty-five thousand dollars (\$25,000), the successful bidder must submit to the City a payment or labor and materials bond within 10 days of the date of mailing of the notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a warranty or maintenance bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the City. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.
- 13.2 In accordance with California Civil Code Section 9554, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100(a) for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.
- 13.3 The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 13.4 The warranty or maintenance bond must be in the amount of ten percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one year from the City's acceptance of the Project work. A warranty or maintenance bond that meets these requirements must be submitted to the City prior to issuance of final Project payment.

14. LABOR LAWS

- 14.1 Bidders must comply with applicable provisions of the California Labor Code.
- 14.2 In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.
- 14.3 In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Project.

- 14.4 In accordance with California Labor Code Part 7, Chapter 1m Article 2, Sections 1770, 1773, and 1173.2 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City offices and will be made available on request. The Contractor can also download this information from the website: <https://www.dir.ca.gov/public-works/prevailing-wage.html>.
- 14.5 In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 14.6 Pursuant to, Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

BIDDER'S CHECK LIST

Did You:

- _____ Submit equal product proposals, if any, in accordance with the information for bidders included in the bid package at least 7 days before the time specified for bid opening?
- _____ Include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package:
 - _____ Bidder's check list
 - _____ Proposal and Schedule of Bid Prices that state the bid as intended
 - _____ Copies of each Addendum issued signed and dated on behalf of the bidder
 - _____ Executed Bid Bond
 - _____ Contractor License Information
 - _____ List of Proposed Subcontractors
 - _____ Signed Title 23 USC Section 112 and Public Contract Code 7106 Non-Collusion Affidavit
 - _____ Signed Workers compensation insurance & Public Contract Code 6109 Debarment certification
 - _____ Signed Acknowledgment of Insurance and Indemnity Requirements
 - _____ Signed Title 49 CFR Part 29 Debarment and Suspension Certifications
 - _____ Public Contract Code Section 10285.1 Statement
 - _____ Public Contract Code Section 10162 Questionnaire
 - _____ Public Contract Section 10232 Statement
 - _____ Executed Bidder's Signature Page
- _____ Arrange to have the sealed bid delivered to the City of Sebastopol offices at 714 Johnson Street, Sebastopol, California, 95472 on or before 2:00 p.m. on the Bid Date specified in the Notice to Bidders, or as amended by Addendum.

PROPOSAL

For: Construction of **Youth Annex ADA Upgrades**

For the City of Sebastopol, Sonoma County, California.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF SEBASTOPOL

The undersigned, as bidder, declares that he/she has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted that he/she will contract with the City of Sebastopol, under the form of contract annexed of hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Engineer as therein set forth, and he/she will take in full payment therefore the following prices for the work to be done completely performed to the satisfaction of the City of Sebastopol, to-wit:

SCHEDULE OF BID PRICES

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1.0	SITework				
1.1	Site Demo	1	LS		
1.2	"NO PARKING" Marking	1	EA		
1.3	Accessible Parking Stall Marking	2	EA		
1.4	Directional signage	1	EA		
1.5	Parking Sign	1	EA		
1.6	Parking Sign, relocated	1	EA		
1.7	Wheel Stop	2	EA		
1.8	Concrete Curb	33	LF		
1.9	Concrete Paving	286	SF		
1.10	Concrete Ramp	85	SF		
1.11	Curb Cut	57	SF		
1.12	Cane Detection Railing	24	LF		
1.13	Extend handrail at main entry	1	LS		
1.14	Ramp Rails	32	LF		
1.15	Ramp Transition Strip	59	SF		
1.16	Truncated Domes	25	SF		
1.17	Patch Landscaping	1	LF		
2.0	DEMOLITION				
2.1	Demolition	3,755	SF		
3.0	METALS				
3.1	Drinking Fountain rails	1	Set		
4.0	ROUGH CARPENTRY				
4.1	Frane door for wider opening	1	EA		
5.0	THERMAL & MOISTURE PROTECTION				
5.1	Sealants and Caulking	3.755	SF		

6.0	OPENINGS				
6.1	Door hardware, exterior	1	EA		
6.2	Exterior door	2	EA		
7.0	FINISHES				
7.1	Patch wall at removed drinking fountain	1	LS		
7.2	Patch at widened door	1	LS		
8.0	SPECIALTIES				
8.1	Signage	5	EA		
9.0	FURNISHINGS				
9.1	Entry mat	1	EA		
10.0	PLUMBING				
10.1	Drinking fountain, incl. rough in and pipe mods	1	EA		

Total Base Bid \$ _____

Written in words _____

Within 10 days of the date of mailing of the notice of award, the undersigned agrees to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Information for Bidders, the bidder's security accompanying this bid will become the property of and be forfeited to the City of Sebastopol.

Prime Contractor _____

License # _____ Expiration Date: _____

Name of person submitting bid: _____ Email: _____

The Contractor's license number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of _____, 20____

CORPORATION

(Corporate Seal)

Corporate signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

PARTNERSHIP

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses: _____

SOLE PROPRIETORSHIP

Names of Individuals and Addresses: _____

NOTE: Sign in proper space above.

BID BOND

(NOTE: Bidders must use this form. Use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the CITY OF SEBASTOPOL, as owner in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of, _____ 20_.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF SEBASTOPOL a certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing for the

**Youth Annex ADA Upgrades
Contract No. 2024-01**

NOW, THEREFORE,

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated. The Surety for value received, hereby stipulated and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

SEAL

BY: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that the license is required for performance of the **Youth Annex ADA Upgrades**. Project is a Class A.

The bidder holds the following California Contractors License(s):

1. License No. _____, Class _____, Expiration Date _____
2. License No. _____, Class _____, Expiration Date _____
3. License No. _____, Class _____, Expiration Date _____
4. License No. _____, Class _____, Expiration Date _____
5. License No. _____, Class _____, Expiration Date _____
6. License No. _____, Class _____, Expiration Date _____
7. License No. _____, Class _____, Expiration Date _____
8. License No. _____, Class _____, Expiration Date _____
9. License No. _____, Class _____, Expiration Date _____
10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. _____

Public Works Contractor DIR Registration # _____

LIST OF PROPOSED SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent (0.5%) of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of the contract amount, except that the bid amount for "Specialty Items" so designated in any Special Provisions if included may be eliminated from the contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purpose of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the contractor or subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

1. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
2. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____

3. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
4. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
5. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
6. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
7. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
8. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____

9. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____
10. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Public Works Contractor DIR Registration # _____

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signature of Bidder

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid, the bidder certifies as follows:

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

DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a contractor or subcontractor on public works projects.

Signature of Bidder

Printed Name

ACKNOWLEDGMENT OF INSURANCE AND INDEMNITY REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

INSURANCE:

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$ 3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Surety Bonds. Contractor shall provide the following Surety Bonds:
 1. Bid bond
 2. Performance bond
 3. Payment bond
 4. Maintenance bondThe Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.
5. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
7. If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City of Sebastopol requires, and shall be entitled to, the broader

coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

B. SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City of Sebastopol. At the option of the City of Sebastopol, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City of Sebastopol, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Sebastopol guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Other Insurance Provisions:

C. ADDITIONAL INSURED

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

D. PRIMARY INSURANCE

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

E. NOTICE OF CANCELLATION

Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Sebastopol.

G. WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents and subcontractors.

H. VERIFICATION OF COVERAGE

Contractor shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

I. SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

J. SPECIAL RISKS OR CIRCUMSTANCES

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

INDEMNITIES

The Contractor shall defend, indemnify and hold the City of Sebastopol, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City, its officers, officials, employees and volunteers. The Contractor shall defend, at Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents, or volunteers. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. The Contractor shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this notice to bidders.

Signature of Bidder

Printed Name

TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of City, partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years.
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Signature of Bidder

Printed Name

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), the bidder hereby declares under penalty of perjury under the laws of the State of California, that the bidder has ____ / has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal.

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

Signature of Bidder

Printed Name

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

If the answer is "Yes", explain the circumstances in the following space.

Signature of Bidder

Printed Name

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

Signature of Bidder

Printed Name

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the **Youth Annex ADA Upgrades** Project ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-collusion Affidavit, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, and Public Contract Code Section 10232 Statement, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the City of Sebastopol concerning the Project and applicable law. By signing this proposal, the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within 45 **working days** from the date of issuance, by the Engineer, of instructions to proceed with the Project, and within 10 days of the date of mailing of the notice concerning the award, to enter into and execute and provide to the City the Project contract, bonds, insurance, and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Information for Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Sebastopol.

Prime Contractor _____

By: _____ Title: _____

Dated this _____ day of _____, 20____

(Corporate Seal)

Corporate signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

Date: _____

(Typed or printed name)

(Signature)

(Bidder)

Bidder business address (street, city, state and zip code)

Bidder Business phone: () _____

Bidder Business fax: () _____

CONTRACT DOCUMENTS CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the City of Sebastopol in accordance with the bid package issued by the City within ten (10) working days of receiving written notice concerning award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the city.

- _____ Contract Part 1 - Agreement
- _____ Performance Bond
- _____ Payment Bond/Labor and Material Bond
- _____ Certificates of Insurance, Declarations page(s) and Endorsements
- _____ Escrow Agreement, if applicable
- _____ Contract Part 2 - General Provisions
- _____ Special Provisions
- _____ Project Plans
- _____ Contractor Safety Program

CONTRACT

PART 1 - AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between CITY OF SEBASTOPOL, herein called "Owner," acting herein through its CITY MANAGER and

STRIKE OUT (A Corporation) (A Partnership)
INAPPLICABLE (An Individual doing business as _____)
TERMS

of _____, County of _____, State of _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Youth Annex ADA Upgrades
Contract No. 2024-01

hereinafter called the project, for the sum of _____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the General Conditions and Special Provisions of the Contract; and at his or her (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Notice to Bidders, Bidders Proposal, the General Conditions, and Special Provisions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings or written explanation matter thereof, the specifications and contract documents therefor as prepared by the City of Sebastopol Public Works Department, herein entitled the Engineer all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within 45 working days. The Contractor further agrees to pay, as liquidated damages, the sum of \$1000.00 for each consecutive working day thereafter as provided in Section 7, "Prosecution and Progress of the Work" of the General Provisions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 9, "Measure and Payment" of the General Provisions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day above mentioned.

SEAL

CITY OF SEBASTOPOL
(Owner)

Attest:

BY: _____

(City Clerk)

(City Manager)

SEAL

(Contractor)

BY: _____

(Secretary)

(Title)

(Witness)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

100% PERFORMANCE BOND

(NOTE: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond)

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____
_____ hereinafter called "Principal" and (3) _____ of _____
_____ State of _____ hereinafter called "Surety", are held and firmly
bound into (4) CITY OF SEBASTOPOL of SEBASTOPOL, CALIFORNIA hereinafter
called "Owner", in the penal sum of _____
Dollars (\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner dated the _____ day of _____, 20 __, a copy of which is
hereto attached and made a part hereof for the construction of:

Youth Annex ADA Upgrades
Contract No. 2024-01

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the
work performed thereunder or the specifications accompanying the same shall in any wise
affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____, day of _____, 20__.

ATTEST:

(Principal)

By: _____

(Address)

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(Surety)

By: _____
Attorney-in-Fact

(Surety) Secretary

(Address)

(SEAL)

Witness as to Principal

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct Name of Surety
- (4) Correct Name of Owner
- (5) If Contractor is Partnership, all partners should execute bond.

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

50% PAYMENT BOND

(NOTE: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond)

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called
"Principal" and
(Corporation, Partnership or Individual)
_____ of _____ State of _____
(Surety)

hereinafter called "Surety", are held and firmly bound unto the CITY OF SEBASTOPOL, 7120 BODEGA AVENUE, SEBASTOPOL, CALIFORNIA 95472, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

Youth Annex ADA Upgrades
Contract No. 2024-01

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, and coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the __, day of _____, 20____.

ATTEST:

(Principal)
By: _____(S)

(Address)

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(Surety)
By: _____
Attorney-in-Fact

(Surety) Secretary

(Address)

(SEAL)

Witness as to Principal

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

(1) If Contractor is a Partnership, all partners should execute bond.

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

MAINTENANCE BOND

(NOTE: The Contractor must use this form. Use of any other bond form may prevent release of final payment and/or release of retention under the Contract)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Sebastopol has awarded to _____, (designated as the "PRINCIPAL") a contract for the **Youth Annex ADA Upgrades** Project, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City of Sebastopol, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action. No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

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

(Corporate Seal)

1.
2.

PRINCIPAL _____

By _____

(Acknowledgment)

Title _____

SURETY _____

(Corporate Seal)

By _____
(Attorneys-in-fact)

(Acknowledgment)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

ESCROW AGREEMENT

(If applicable)

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the City of Sebastopol, whose address is 7120 Bodega Avenue, P.O. Box 1776, Sebastopol, California 95473, hereinafter called "City", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent"

For consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the project entitled **Youth Annex ADA Upgrades** in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City of Sebastopol and shall designate the Contractor as the beneficial owner.

1. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
2. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.
3. The contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
4. The interest earned on the securities, or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
5. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
6. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default,

the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

7. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

8. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

9. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On Behalf of City:

Title

Name

On Behalf of Escrow Agent:

Title

Name

Signature

On Behalf of Contractor

Title

Name

Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

City:

Title

Contractor:

Title

Name

Signature

Address

Name

Signature

Address

NOT FOR BIDDING

CONTRACT

PART 2 – GENERAL PROVISIONS

SECTION 1 Definitions

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1-1.01 Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1-1.02 Architect:** The person or persons so specified on the Special Provisions and/or Project Plans.
- 1-1.03 ASTM:** American Society for Testing and Materials latest edition.
- 1-1.04 Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Information for Bidders and representing the full set of documents made available to bidders on the Project.
- 1-1.05 City:** City of Sebastopol
- 1-1.06 Public Works Standard Specifications and Details:** The City of Sebastopol Standard Details and Specifications, latest edition as approved on September 21, 2021.
- 1-1.07 Contract Documents:** All those documents listed in the Contract as comprising the entire agreement between the City and the Contractor.
- 1-1.08 Contractor:** The successful bidder for the Project and party to the Contract with the City as specified in the Contract Documents.
- 1-1.09 Days:** Unless otherwise specified in the Contract Documents, days mean working days.
- 1-1.10 Engineer:** The City's authorized representative for administration and overall management of the Project, Contract, and Work. The Engineer is the official point of contact between the City and the Contractor.
- 1-1.11 Project:** The **Youth Annex ADA Upgrades** Project as described in the Special Provisions and Project Plans.
- 1-1.12 Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

- 1-1.13 Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and must coordinate with the Engineer as directed by the City in accordance with the Contract Documents.
- 1-1.14 Caltrans Standard Specifications:** The State of California Department of Transportation Standard Specifications 2018 edition.
- 1-1.15 Caltrans Construction Manual:** The State of California Department of Transportation Construction Manual, latest edition
- 1-1.16 Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Work according to the Special Provisions and/or Project Plans.
- 1-1.17 Special Provisions:** The detailed Project requirements contained in the Bid Package and any addenda to the Special Provisions signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Special Provisions signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.18 Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the City Special Provisions and Project Plans in accordance with the Contract Documents and applicable law.
- 1-1.19 Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any Contract of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor will be that listed in the Contractor's completed Proposal.

SECTION 2 Scope of Work

2-1.01 Documents Furnished by City. The City will furnish to the Contractor, free of charge, five (5) sets of prints of the Project Plans and Special Provisions for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Special Provisions in good order and available for review by the Engineer, the Architect, and any other City contractors or representatives.

2-1.02 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Special Provisions, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.

2-1.03 Special Provisions and Project Plans.

- a. The Special Provisions and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
- b. In general, the Project Plans indicate dimensions, position and kind of construction, and the Special Provisions indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Special Provisions or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified will be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Special Provisions that are suitable to allow such equipment to function properly at no extra charge.
- c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Special Provisions, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor does so at its sole risk and will have all of the obligations and the City will have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.
- d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Special Provisions. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal

letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Work site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

NOT FOR BIDDING

SECTION 3 Control of Work and Material

3-1.01 Engineer's Status. The Engineer will administer the Project in accordance with the Contract Documents. After execution of the Contract and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City must be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

3-1.02 Architect's Status. The Architect will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3-1.03 Inspection and Testing of Work and Material.

- a. The City, the Engineer, the Architect and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.
- b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Architect or Engineer.
- c. If the Engineer, the Special Provisions, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any Work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any Work subject to testing that is covered up or otherwise rendered inaccessible for inspection without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.
- d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Special Provisions and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports will be distributed as required in the Special Provisions.
- e. The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to

be according to the Contract Documents, the City will pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Engineer. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

- f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

3-1.04 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

3-1.05 Materials and Substitutions.

- a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- b. If the Contractor submitted complete information to the City Engineer for products proposed as equals in accordance with the bid package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Special Provisions or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, and appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Special Provisions or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.
- c. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the city, or with

the use of existing City facilities by the public. Materials may not be stored in a manner that presents a safety hazard or a nuisance. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all Work destroyed or damaged by such removal and/or execution.

- d. If any portion of the Work done or material furnished under this Contract proves defective and not in accordance with the Project Plans or Special Provisions, and if the Engineer determines that the imperfection of the same is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if the removal of such Work, is impractical or will create conditions which are dangerous or undesirable, the Engineer may retain such Work, instead of requiring the imperfect Work to be removed and reconstructed, and make such deductions therefore in the payments due or to become due the Contractor as are just and reasonable.

3-1.06 Audit and Examination of Records. The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

3-1.07 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3-1.08 Project Schedule. Within ten (10) days after execution and delivery of the Contract, and prior to the issuance of the notice to proceed, the Contractor must deliver to the Engineer a bar chart and critical path (CPM) schedule detailing the Contractor's intended

schedule of Work for the entire Project. The schedules must be detailed to clearly show the relative sequence of the items of Work, their inter-relationships, start and completion dates, float, the critical path, and any other item deemed necessary by the Engineer. The schedule must allow for the completion of the entire Work within the Time for Completion.

- a. City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
- b. Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor must submit an updated schedule on a monthly basis or as otherwise specified by the City until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- c. Float. The schedule must show early and late completion dates for each task. The number of days between these dates will be designated as "Float". The Float will be designated to the Project and will be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
- d. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this Section or submits a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.
- e. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the City's review of the schedule will not create scheduling obligations of the City.

3-1.09 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and contract documents. It is the responsibility of the Contractor to obtain construction staking services. The Contractor must inform the Engineer, forty-eight (48) hours in advance if electronic design files or other information is needed to be transmitted to a surveyor, in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.

The city will **NOT** provide construction staking services.

The Contractor shall carefully preserve benchmarks, reference points, and stakes and in the case of willful or careless destruction, will be responsible for the cost of replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3-1.10 Materials Testing. Materials will be tested by the City of Sebastopol or its authorized agent, following the Caltrans Standard Specifications. Statistical testing may not be

used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost-plus 30 percent, with a minimum charge of \$150.00 per test to cover staff and administrative costs.

The city, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 3 of the Caltrans Construction Manual at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Caltrans Standard Specifications will be the responsibility of the Contractor.

Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of 2 working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the City of Sebastopol must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the city concerning any additional testing as required.

SECTION 4 Changes in Work

4-1.01 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Special Provisions, or Project Plans. Such amendments will in no way void the Contract, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.

4-1.02 Writing Requirement. Change orders and other amendments to the Special Provisions, the Project Plans, or other Contract Documents may be made only upon prior written approval of the Engineer and as evidenced by a writing executed by authorized representatives of the City and the Contractor.

4-1.03 Contractor Proposed Change Orders. Unless the Engineer otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change.

4-1.04 All Change Orders. All change order proposals must be submitted on completed City Change Order forms. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any Project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, may be accomplished by the Time for Completion then in effect.

4-1.05 Change Order Pricing. Change order pricing for all change orders, whether, additive, deductive, or both, will be governed by the following:

- a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the City.
- c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, provision 9-1.03 concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:
 1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:

- a. **Actual Wages:** The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.
 - b. **Labor Surcharge:** The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged in the performance of the Work, excluding the Actual Wages as defined above.
 - c. **Fixed Markup:** A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.
2. **Materials:** Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
 3. **Equipment:** All equipment used will be paid in accordance with the rates in subsection 9-1.04D entitled "Equipment Rental" of the Caltrans Standard Specifications, which subsection 9-1.04D is made a part of this Contract, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.
 4. Unless approved in writing in accordance with provision 4-1.02 of this Contract in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.

4-1.06 Liability Under Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change

order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.

4-1.07 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Special Provisions and the Project Plans, except as modified by such change orders or amendments.

4-1.08 Change Order Disputes.

- a. Disputed City-Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
- b. Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the city and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

SECTION 5 Trenching and Utilities

5-1.01 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents but will proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

5-1.02 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

5-1.03 Utility Relocation Costs.

- a. In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the Work site if such utilities are not identified by the City in the Special Provisions and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Work site and not identified with reasonable accuracy in the Special Provisions and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunk line utility facilities.
- b. Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, cleanouts, on or adjacent to the Work site; provided, however, that nothing in this provision or the

Contract Documents will relieve the City from identifying main or trunk lines in the Special Provisions and/or Project Plans.

- c. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays, which are the responsibility of the utility.
- d. Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- e. If the Contractor while performing the Work discovers utility facilities not identified by the City in the Special Provisions and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- f. Either the City or the utility, whichever owns existing main, or trunk line utility facilities located on the Work site, will have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

5-1.04 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

The Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. No error or omission of utility mark outs will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. All underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Engineer of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the city. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Work site, the Inspector must be notified immediately. The Engineer will determine whether the Project Plans or Special Provisions should be modified, or whether the existing utility

should be relocated or whether the Contractor must work around the existing utility. The Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to Public Works Standard Specifications and Details under the direction of and subject to acceptance by the Engineer.

Should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the city may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due to the Contractor.

Payment for Protection of Existing Facilities and Property shall be considered as included in the prices paid for various other work, except as provided otherwise by law, and shall include full compensation for providing all labor, materials, equipment and incidentals necessary to complete all work as specified herein, including but not limited to notification to USA, performing necessary measures to avoid injury to existing surface and underground utility facilities, locating and exposing all underground facilities ahead of trenching, all notifications to the Engineer and/or inspector, and no additional compensation shall be made therefor.

SECTION 6 Project Facilities

6-1.01 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities will be paid from and included in the Contract Price.

6-1.02 City Rights of Access and Ownership. The city and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities will have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or ownership pursuant to this Section 6 will constitute a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

SECTION 7 Prosecution and Progress of the Work

7-1.01 Liquidated Damages. For the purposes of this Contract time is of the essence. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Contract by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$1000 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Contract is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Contract was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Contract.

7-1.02 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

7-1.03 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

Delay due to normal, adverse weather conditions will not be deemed unavoidable. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule normal, adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site.

7-1.04 No Damage for Contractor Caused Delay. Contractor will not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor, or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

7-1.05 No Damage for Delay Not Caused By the City, Delay Contemplated by the Parties, or other Reasonable Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Contract.
- b. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

7-1.06 Delays Caused by the City and/or Its Privities. The delay caused by the City and/or other contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion and/or the Project schedule for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing and/or changes in the Time for Completion and/or the Project schedule are in anticipation of impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts or to award a change in the Time for Completion and/or the Project schedule in accordance with the Contract and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

7-1.07 Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

7-1.08 Contractor Coordination of the Work.

- a. The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor must at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- b. If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. The failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.
- c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade will be part of the Work except where stated otherwise.
- d. The Contractor will provide proper facilities at all times for access of the City, the Engineer, Architect, and other authorized City representatives to conveniently examine and inspect the Work.

SECTION 8 Contractor Responsibilities

8-1.01 Eligibility. By executing the Contract, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor will hold harmless, indemnify and defend the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

8-1.02 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Engineer or Architect are disseminated to and followed by all subcontractors engaged in the performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Engineer, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a Project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.

8-1.03 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Contract. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

8-1.04 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without City approval.

8-1.05 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

8-1.06 Subcontracting.

- a. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of the contract amount, except that the bid amount for subcontracted "Specialty Items" if so designated in any Special Provisions may be eliminated from the contract amount and not considered as subcontracted for the purposes of calculating the value of work to be performed by the

Contractor. For the purpose of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the contractor or subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

- b. By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- c. The Contract and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Contract the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Contract, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.
- d. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- e. Incorporation of Contract Documents. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents. The subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City. The Contractor will be solely responsible for any delay or

additional costs incurred as a result of its failure to provide adequate or accurate Project information to a subcontractor that results in improper submittals and/or Work, or time or other impacts. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11 concerning any delay or additional costs incurred due to failure of the Contractor to provide adequate and accurate Project information to subcontractors.

- f. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
- g. The subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents. The subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request.

8-1.07 Insurance. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

- a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$ 3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
 - 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. Surety Bonds. Contractor shall provide the following Surety Bonds:
 - 1. Bid bond
 - 2. Performance bond
 - 3. Payment bond
 - 4. Maintenance bond (based on final contract amount at time of completion)

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by responsible corporate

surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

5. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
 6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
 7. If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City of Sebastopol. At the option of the City of Sebastopol, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City of Sebastopol, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Sebastopol guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.
- c. Other Insurance Provisions:
1. Additional Insured. The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as

one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Primary Insurance. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Notice of Cancellation. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.
4. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Sebastopol.
5. Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents and subcontractors.
6. Verification of Coverage. Contractor shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
7. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
8. Special Risks or Circumstances. The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

8-1.08 Indemnities. The Contractor shall defend, indemnify and hold the City of Sebastopol, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City, its officers, officials, employees and volunteers. The Contractor shall defend, at Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents, or volunteers. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. The Contractor shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

8-1.09 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work. This includes a valid City Business license.

8-1.10 California Labor Code and Prevailing Wage Requirements.

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work will constitute a legal day's work under the Contract.
- b. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- c. The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- d. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy

of which is on file in the Public Works Department and will be made available on request. The Contractor and subcontractors engaged in the performance of the Work must pay no less than these rates to all persons engaged in performance of the Work.

- e. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty will be determined by the Labor Commissioner. The Contractor or subcontractor must pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
1. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 4. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
 5. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations

and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

- f. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- g. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8-1.11 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Special Provisions or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or the Work.

8-1.12 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the Contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

8-1.13 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. This assignment will be made and become effective at the time the City tender's final payment to the Contractor, without further acknowledgement by the parties.

NOT FOR BIDDING

SECTION 9 Measurement and Payment

9-1.01 F.O.B. (Freight on Board). All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There will be no additional compensation paid for containers, packing, unpacking, damage, or insurance.

9-1.02 Payment

1. The Contractor shall submit to the Engineer his or her partial payment estimate by the 15th day of the month, or some other day as agreed to by the Contractor and the Engineer prior to the start of the Work. The partial payment estimate must be a verified application for payment and schedule of values supported by a statement showing all materials installed during the preceding month and the cost of labor expended in the performance of the Work. The Contractor must also provide information with the payment that includes bid item identification and % complete/remaining. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
2. Within ten (10) days after the issuance of the Notice to Proceed, the Contractor shall furnish to the City a detailed Schedule of Values giving a complete breakdown of large lump sum prices and items which include numerous subdivisions of work. The Contractor and City shall jointly review the Schedule of Values and make any adjustments in value allocations if, in the opinion of the City, changes are necessary to establish fair and reasonable allocation of values for the Work components. Front end loading will not be permitted. If, in the City's judgment, more detail (i.e., more items of work) is necessary, the Contractor shall add the additional items identified by the City. The City may also require reallocation of Work components from items in the preliminary schedule if such allocation is necessary. The Contractor shall submit any necessary revisions for the completed Schedule of Values within 15 days from the Notice to Proceed. The costs indicated in making up this breakdown will be used as a basis for partial payments and shall not be considered as fixing a basis of additions or deductions from the contract.
3. To be eligible for payment the Contractor's applications for payment must be accompanied by certified payroll reports, including "Statement of Non-Performance" for periods where no Work was performed. Certified payroll shall be prepared in accordance with California Labor Code Section 1776 and the Contract for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
4. In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule by the time specified in Section 3-1.08, or its submission of a schedule to which the City has taken any uncorrected exception, will serve as a basis for returning an application for payment in its entirety.

5. Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Contract, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Contract and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
6. Wherever the estimated quantities of Work to be done and materials to be furnished on a unit price basis under this Contract are specified in any of the Contract Documents, including the proposal, such quantities are specified for purposes of comparing bids, and the right is expressly reserved, except as otherwise expressly provided, to increase or diminish such quantities as may be deemed reasonably necessary or desirable by the Engineer to complete the Work. No such increase or diminution will be a basis for claims for adjustments in the Contract Price other than adjustments necessary to reflect the impacts of such changes in quantities based on the applicable contract prices and/or pursuant to Section 4 of this Contract.
7. In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven-day return requirement set forth in Section 9-1.02(d).
8. The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
 - i. The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
 - ii. No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
 - iii. No other claim or dispute exists under the Contract or applicable law concerning payment of the Contractor's final invoice and/or release of the Contract retention.
 - iv. The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety

insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

9-1.03 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Contract. The following costs may only be paid under the Contract, if at all, as part of any allowance for contractor overhead and/or profit established under the Contract.

- a. Labor costs in excess of applicable prevailing wages pursuant to the Contract and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work, or in excess of the labor costs specified in provision 4-1.05 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the Contract include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- b. Superintendent labor and clerical labor.
- c. Bond premiums
- d. Insurance in excess of that required under Section 8.8
- e. Utility costs
- f. Work Site office expenses
- g. Home office expenses.
- h. Permit or license costs

9-1.04 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure to properly pay subcontractors or to pay for material or labor.
- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.

- f. Damage to the City.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Contract.
- j. Any other lawful basis for withholding payment under the Contract.

9-1.05 Securities in Lieu of Retention.

- a. In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
- b. Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
- c. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
- d. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

SECTION 10 Project Acceptance and Closeout

10-1.01 Occupancy. The City reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Contract, any Contract bonds, or at law or equity. Occupancy or use will not waive the City's right to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10-1.02 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The city and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 10 working days after the issuance of the punch list.

10-1.03 Work Acceptance.

- a. All finished Work will be subject to inspection and acceptance or rejection by the city, the Engineer, and the Architect or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.
- b. The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.
- c. In evaluating the Work, no allowance will be made for deviations from the Special Provisions, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.
- d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

SECTION 11 Remedies and Disputes

11-1.01 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Contract and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Contract. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Contract and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the contractor.

11-1.02 Termination.

- a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Contract, and at law or equity, the City may terminate the Contract.
 1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
 2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
 4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
 5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Engineer, the Architect, or other authorized representatives of the City.
 6. For any reason or for no reason, at the City's sole discretion.

- b. If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contract will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be affected. Upon receipt of notice of the City's intent to terminate the Contract for any of the reasons specified in Section 11-1.102(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Contract; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Contract and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Contract within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.
- c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- e. If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Section 11-1.102(a) 1 through 5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections Section 11-1.102(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Contract and any other charges that apply to the Contractor under the Contract, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- f. If the Contract or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Contract. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract price will control. The parties may in any other case adopt the Contract price as the reasonable value of the work or any portion of the work done.

11-1.03 Disputes.

- a. In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
 - 1. The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - 2. For claims of less than fifty thousand dollars (\$50,000), the City will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
 - 3. If additional information is thereafter required, it will be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
 - 4. The City's written response to the claim, as further documented, will be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
 - 5. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City will respond in writing to all written claims within 60 days of receipt of the claim, or may request, in

writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

6. If additional information is thereafter required, it will be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
 7. The City's written response to the claim, as further documented, will be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
 8. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon request, the City will schedule a meet and confer conference within 30 days for settlement of the dispute.
 9. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
 10. This section does not apply to tort claims and nothing in this article is intended nor will be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- b. In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court will submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

2. If the matter remains in dispute, the case will be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) will apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 3. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article will be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators will be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses will be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event will these fees or expenses be paid by state or county funds.
 4. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment must, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
 5. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
- c. In accordance with California Public Contract Code Section 20104.6:
1. The City will not fail to pay money as to any portion of a claim, which is undisputed except as otherwise provided in the Contract.
 2. In any suit filed under Public Contract Code Section 20104.4 concerning this Contract, the City will pay interest at the legal rate on any arbitration award or judgment. Such interest will accrue from the date the suit was filed.

SECTION 12 Additional Provisions

12-1.01 Description of Work. The Work in general consists of ***Corrections of Non-compliant Accessible Areas of Site and Exterior Building*** and other such items of work as are required to complete the Project in accordance with this Contract, the Project Plans and Special Provisions.

All Work shall conform to the requirements of the City of Sebastopol Standard Details and Specification Details as they apply, and any modifications or additions herein and/or on the Project Plans.

Work shown on the plans and/or described within the Contract Documents that is not specifically referenced or contained on the bid item list shall be considered as paid for by the various items of work and no additional compensation will be provided.

The estimate of the quantities of Work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount or any portion of the work as directed by the Engineer.

Incidental items of construction necessary to complete the Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the City Special Provisions and not specifically referred to in this section, shall be considered part of the Work and will be understood to be furnished by the Contractor at no additional cost.

12-1.02 Construction Limitations. The Contractor will be expected to conduct his or her operations in a manner, which creates a minimum to the natural vegetation and landscape. Ingress and egress must be via the existing right of way. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction; pipe trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids, and litter, must be covered. Such residues must be disposed of in a proper manner.

Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

12-1.03 Order of Work. Work as shown on the project plans and described herein shall be constructed in a sequence that is satisfactory to and approved by the Engineer. An additional Order of work requirements may be found on the project plans or within the Special Provisions.

12-1.04 Storm Water Pollution Prevention. The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 ("General Permit") adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to storm water discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one or more acre of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor's performance of the Work include, but are not limited to:

- a. Development and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") that specifies Best Management Practices ("BMPs") that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.
- b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.
- c. Inspection of all BMPs.

Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.

Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

Prior to commencing performance of the Work the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and submit the SWPPP to the Engineer for approval.

The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.

The SWPPP must include a Work site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project site conditions at various phases of construction.

The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, ground waters, or a separate municipal storm sewer system.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privies or agents of the Contractor to fully comply with the requirements

of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project site and provide copies of the SWPPP at the request of the City.

12-1.05 Maintaining Traffic and Pedestrian Operations. The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Engineer, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Engineer, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Contract or approved in writing by the Engineer. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Engineer, so that the length of shutdown of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Engineer.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Engineer.

Except as otherwise approved by the Engineer, the stockpiling or storing of material in City streets or right of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Engineer, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Sebastopol police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work and no additional allowances will be made, therefore.

12-1.06 Public Safety. The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Engineer.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Engineer.

12-1.07 Preconstruction Conference. A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3-1.08 of the General Provisions, information concerning offsite yards, subcontractors, location of disposal and stockpile areas, and traffic control plans. All such schedules will be subject to the approval of the Engineer and the applicable agencies

12-1.08 Owner Notification. The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hangar, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Engineer.

12-1.09 Emergency Service Providers Notifications. The Contractor must furnish the name and phone number of the Safety Supervisor appointed in Section 13 to the City Police Department dispatcher for contact in the event of an emergency and shall keep such information updated as required to provide 24-hour phone access.

12-1.10 Clean up. Section 4-1.02 of the Caltrans Standard Specifications is made a part of this Contract.

Before final inspection of the work, the Contractor must clean the construction site and all ground occupied by him in connection with the work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Engineer.

12-1.11 Obstructions. Section 15, "Existing Highway Facilities", of the Caltrans Standard Specifications, is made a part of this Contract; except that measurement and payment shall be as described herein.

Attention is directed to the possible existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting work (a minimum of 2 working days in advance), the Contractor must call Underground Service Alert (USA), toll free (800) 642-2444 and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies that have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service resulting from his operations.

12-1.12 Hours of Work. Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:00 a.m. and 5:30 p.m. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Municipal Code.

Saturday, Sunday, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Engineer. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the City's actual cost recovery rate for the City's contract inspector and/or

resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without the permission of the Engineer.

- 12-1.13 Dust Control.** The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Section 10-5, "Dust Control", of the Caltrans Standard Specifications, which section is made a part of this Contract.

No separate payment will be made to the Contractor for controlling dust, whether caused by construction traffic or by public traffic only. Full compensation for dust control will be considered as included in the Contract Price paid for the various items of work and no additional compensation will be allowed, therefore.

- 12-1.14 Water For Construction And Dust Control.** Contractors may obtain water from a filler line located at the City Corporation Yard, 714 Johnson Street, or from an alternate source approved by the Public Works Superintendent prior to the start of construction. Contact the Sebastopol Public Works Department for information. Unauthorized use of City hydrants or water outlets is not allowed and will result in legal proceedings by the City of Sebastopol.

- 12-1.15 Sanitary Provisions.** The Contractor must maintain such camps, as he or she may establish for the housing and feeding of the laborers, employed by him or her for the Work, in accordance with the status and general health laws of the State of California pertaining to the sanitation of dwelling and camps and in conformity with such rules and regulations pertaining to labor camps, as have been or may hereafter be prescribed by the State Board of Health or by the Commission of Emigration and Housing of California acting in conjunction with said State Board of Health.

- 12-1.16 Protection And Restoration Of Vegetation.** Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C(4), "Replacement Plants", of the Caltrans Standard Specifications. Section 20-3.01C(4) of the Caltrans Standard Specifications is made a part of this Agreement.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger in diameter may be cut without the express approval of the Engineer.

All roots two inches (2") in diameter and larger left in place must be wrapped with

burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

12-2.01 Cultural Resources. In accordance with the National Historic Preservation Act of 1966 (U.S.C. 470), the following procedures are implemented to insure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources' investigation. The contractor hereby agrees to comply with these procedures.

12-2.02 Surplus Material. All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered to the care of the owner.

12-2.03 Historical Finds. In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Engineer and stop any Work which may jeopardize the find pending an investigation of its significance.
2. The Engineer will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Engineer will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that the Engineer determines may impact the find. The "Stop Work Order" will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The "Stop Work Order" will contain the following:
 - a. A clear description of the Work to be suspended.
 - b. Any instructions regarding issuance of further orders by the Contractor for materials services.
 - c. Guidance as to action to be taken regarding subcontractors.
 - d. Any direction to the Contractor to minimize costs; and
 - e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Engineer may extend the duration of the "Stop Work Order" in writing, and if so the "Stop Work Order" will remain in effect and Work subject to the "Stop Work Order" may not resume work until authorized by the Engineer.

12-2.04 Cultural Resources Defined. Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human

bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains.

2. Historic-era site indicators: ceramic, glass, and/or metal.

12-2.05 Engineer's Discretion. Once possible cultural resources are found at the Work site, the Engineer may use discretion to continue the work, regardless of the cultural resource find, if the Engineer determines that there are overriding considerations such as the instability of the excavation site, that there are weather or other conditions which would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.

NOT FOR BIDDING

SECTION 13 Safety Rules and Requirements

13-1.01 General

- a. Within ten (10) working days following notice of award the Contractor must submit to the City a safety program for the Work site ("Contractor's Safety Program") and provide evidence that the Contractor's safety policies and procedures relevant to the Work.
- b. The Contractor shall insure that its employees and subcontractors, as well as visitors and others brought onto the Work site under the authority of the Contractor, shall, at all times, observe all applicable Local, State and Federal safety requirements as well as the safety rules and requirements contained in this Contract including, but not limited to, the Contractor's Safety Program.
- c. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions at the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for all employees of any such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work.
- d. The Contractor agrees with respect to the Work, and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.
- e. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained, and the Work is performed in a safe manner in accordance with the Contract and applicable law. If the Contractor damages City equipment or property, the Contractor shall report the incident to the Engineer on or before the next calendar day and provide such information as necessary for the City to evaluate the damage.
- f. The Contractor shall submit a written request to the Engineer in order to obtain keys or other devices to gain access to City facilities. Keys and other devices shall not be copied or otherwise replicated and shall remain in the possession of the Contractor and its employees or subcontractors at all times and shall be returned to the City when no longer required to complete the Work.

- g. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- h. Examination, inspection, investigation, and review by the City and or its employees and representatives, of the Contractor's Safety Plan or the Contractor's performance of the Work will not constitute review or approval of the adequacy of the Contractor's safety measures in, on, or near the Work site and shall not relieve the Contractor of any of the Contractor's obligations under the Contract and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

13-1.02 Safety Supervisor; Hazardous Substances

- a. The Contractor shall designate an individual who is qualified and authorized to supervise and enforce compliance with the Contractor's Safety Program ("Safety Supervisor"). The Contractor shall notify the Engineer in writing prior to the commencement of the Work of the name and contact information of the Safety Supervisor. The Safety Supervisor shall be either a full-time employee of the Contractor or a contracted safety consultant with experience and/or professional certifications indicating experience in construction safety. The Safety Supervisor shall provide the City, upon request, with weekly safety inspection reports identifying hazards found and corrective actions taken. The Safety Supervisor shall also be responsible for supervising compliance with applicable safety requirements on the Work site and to develop and implement safety training for all job personnel. The City shall have the authority, but not the duty, to require the Contractor to replace the Safety Supervisor if the Supervisor's performance is judged by the City to be improper or inadequate.

13-1.03 Non-Compliance with Safety Rules and Regulations

- a. In the event the Contractor fails to comply with applicable Local, State and Federal safety requirements, or the safety rules and requirements contained in this Contract including the provisions of the Contractor's Safety Plan, the City reserves the right to (i) notify the Contractor of its failure to comply, and the reasons therefore, and require that the Contractor immediately undertake, at Contractor's own expense, all actions necessary to bring the Contractor and/or the Project into compliance and (ii) exercise the right to suspend all or part of the Work if the Contractor fails or refuses to undertake and complete such corrective action within the time specified in the notice.
- b. No extension of time or additional compensation will be granted as a result of any suspension of the Work and any issuance by the City of any notice or suspension order shall not operate to waive or otherwise diminish the (i) Contractor's obligations under this Contract to provide a safe Work site or (ii)

City's right to pursue or enforce any remedy, power or right under the Contract or otherwise available at law.

13-1.04 Accidents and Safety Emergencies

- a. In accidents or emergencies affecting the safety or protection of persons, the Work, the Work site, or property adjacent thereto, the Contractor shall immediately act to prevent threatened damage, injury or loss and notify the Engineer as soon as possible of the facts and circumstances surrounding the emergency including the involvement of any emergency responders (police, fire, medical, etc.).
- b. The City reserves the right to conduct an investigation of the accident or emergency either in conjunction with, or separate of, the Contractor, and the Contractor shall provide the City all access necessary to permit the City to perform a full and complete investigation, the scope of which shall be at the sole discretion of the City.
- c. Within 24 hours of accidents or emergencies involving in-patient hospitalization or a fatality, the Contractor shall provide the Engineer with a completed Contractor's Injury/Fatality Incident Report (*form(s) provided at Project's Pre-Construction meeting*). The Contractor shall also notify the Engineer in writing of any claims brought against the Contractor, or any subcontractor, judicial or otherwise, related to any such injuries and/or fatalities including a copy of such claim(s).

PART 3 SPECIFICATIONS

NOT FOR BIDDING

SECTION 024119

SELECTIVE DEMOLITION

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Submit before Work begins.

1.6 FIELD CONDITIONS

- A. If Owner will occupy portions of building immediately adjacent to selective demolition area at same time, conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove any items at risk of being damaged, to a safe area:
 - a. Signage and event notifications.
 - b. Loose furniture, unless too heavy or secured, for which, its disposition will be identified during bid walk.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS – (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Arrange to shut off utilities with utility companies.
 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.
- 3.4 SELECTIVE DEMOLITION, GENERAL
- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least eight hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and

cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch (19 mm)** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Entry Porch at New Drinking Fountain.
 - 1. Benches. Relocate as directed by Owner.
 - 2. Signage. Relocate as directed by Owner.
 - 3. Mechanical ventilation in wall. Salvage as able for reinstallation.
 - 4. Cement Plaster finish as required for support backing of Drinking Fountain and Bottle Filler secured to building structure.
 - 5. Interior partitions as required to access water supply and sanitary drainage system.
- B. Exterior portions of Building
 - 1. Main Entry adjacent to new drinking fountain.
 - a. Remove door hardware including threshold and closer.
 - 2. Activities Room Door
 - a. Remove existing door and frame to allow for larger 36" matching door and frame.
 - b. Remove threshold.
 - c. Remove any access signage to allow for new.
 - 3. Main Hall door at rear deck.
 - a. Remove door hardware and threshold, except for hinges.
- C. Accessible Path from parking areas to existing entry ramp

1. Concrete flatwork as required to allow newly poured flatwork with proper slopes. See Detail 1/G024. Protect baserock to greatest extent possible.
2. Accessible water closet.

D. Parking Area

1. Asphalt paving, as required to allow for new curb and make slope adjustments as necessary.
2. Concrete curb, as required to allow for proper clearances.
3. Stall markings to allow for new.
4. Signage indicated to allow for new or relocation.

END OF SECTION 024119

NOT FOR BIDDING

NOT FOR BIDDING

SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. SECTION INCLUDES

1. Exterior standard steel doors with glass lite and frames.

1.2 RELATED REQUIREMENTS

- A. Section 08 71 00 - Door Hardware.

1.3 ABBREVIATIONS

- A. SDI: Steel Door Institute.
B. UL: Underwriters Laboratories.

1.4 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2022.
C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2023.
D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
F. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2023.
H. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
I. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.
J. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames 2023.

1.5 SUBMITTALS

- A. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
B. Shop Drawings: Details of opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

- C. Paint finish samples (4) 8-inch x 8-inch minimum most closely matching existing exterior door color and gloss.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide hollow metal doors and frames from SDI Certified manufacturer: <https://steeldoor.org/sdi-certified/#sle>.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Curries, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 3. Fleming Door Products, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 4. Mesker, dormakaba Group; FDJ Series Drywall Frames: www.meskeropeningsgroup.com/#sle.
 - 5. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
 - 6. Steelcraft, an Allegion brand: www.allegion.com/#sle.

2.2 EXTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B. At exit door leaving Activities Room going to wood deck.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule on Drawings.
 - b. Thickness: 1-3/4 inches (44.5 mm).
 - c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with minimum A60 (ZF180) coating.
 - d. Edge Construction: Model 1, Full Flush
 - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
 - f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.

- g. Bottom Edges: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
- h. Core: Manufacturer's standard
- 2. Frames:
 - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), with minimum A60 (ZF180) coating.
 - b. Construction: Face welded.
- 3. Exposed Finish: Factory.

2.3 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
 - 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).

2.4 MATERIALS

- A. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.
- B. Inserts, Bolts, and Fasteners: Hot-dip galvanized in accordance with ASTM A153/A153M.
- C. Glazing: 1/4-inch tempered laminated glazing.

2.5 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping in accordance with ANSI/SDI A250.6, the Door Hardware Schedule on Drawings, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.
- C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with mitered hairline joints.
 - 1. Provide stops and moldings flush with face of door, and with beveled stops unless otherwise indicated.
 - 2. Provide fixed frame moldings on outside of exterior doors. Provide loose stops and moldings on inside of hollow-metal doors and frames.

3. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
4. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

2.6 STEEL FINISHES

- A. Factory Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, complying with ANSI/SDI A250.3.
 1. Color and Gloss: Match existing exterior door color and gloss as closely as possible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.2 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Install door hardware as specified in Section 08 71 00.
- E. Touch up damaged factory finishes.

3.3 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117.
- B. Maximum Diagonal Distortion: 1/16 inch (1.6 mm) measured with straight edge, corner to corner.

3.4 ADJUSTING

- A. Adjust for smooth and balanced door movement.

3.5 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION 08 11 13

SECTION 22 47 13
DRINKING FOUNTAINS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Drinking fountains.
 - 2. Bottle fillers.
 - 3. Supports
- B. Related Section:
 - 1. Section 055213 - Pipe and Tube Railings. For pipe guardrail protection at sides of drinking fountain.
 - 2. Section 079200 – Joint Sealants

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of drinking fountain.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include operating characteristics, and furnished specialties and accessories.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For drinking fountains to include in maintenance manuals.

1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. For Drinking Fountains: **One** year from date of Substantial Completion.
 - b. For Bottle Fillers: **One** year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DRINKING FOUNTAINS

- A. Drinking Fountain; Wall Mount ADA Hi-Lo vandal-resistant: Stainless steel.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Haws Corporation; Model 1119 or comparable product by one of the following:
 - a. Elkay Manufacturing Co.
 - b. Murdock-Super Secur; a member of Morris Group International.
 - 2. Standards:
 - a. Comply with NSF 61 and NSF 372.
 - b. Comply with ICC A117.1.

3. Receptor: Rectangular, stainless steel with adjustable stream regulator valve.
4. Maximum water flow: 0.5 gpm (1.89 L/min).
5. Control: Push-button actuated stainless steel body cartridge style valve with front access to stream adjustment and water supply strainer.
6. Drain: Grid type with NPS 1-1/4 (DN 32) minimum waste.
7. Supply Piping: NPS 3/8 (DN 10).
8. Waste Piping: NPT 1-1/4-inch waste.
9. Drinking Fountain Mounting Height: Disabled accessible according to ICC A117.1.
10. Support: in-wall mounting frame with integral 3/16-inch- (4.75-mm-) thick fixture mounting plate.

B. Bottle-Filling Station; Indoor/Outdoor Wall Mounted

1. Basis-of-Design Product: Subject to compliance with requirements, provide Haws Corporation; 1920 or comparable product by one of the following:
 - a. Halsey Taylor.
 - b. Most Dependable Fountains, Inc.
2. Standards:
 - a. Comply with NSF 61 and NSF 372.
3. Enclosure: 14-gauge stainless steel with adjustable stream regulator valve mounted above wall-mounted drinking fountain.
4. Maximum Water Flow: 1 gpm (3.78 L/min).
5. Control: Push-button actuated stainless steel body cartridge style valve with front access to stream adjustment and water supply strainer.
6. Supply: NPS 3/8 (DN 10).
7. Waste Fitting: 1-1/4 inch.
8. Bottle Filling Station Mounting Height: Disabled accessible according to ICC A117.1 (47-1/2" center of push button).
9. Bottle filler drip tray: Haws #6469 drip tray installed per manufacturers instructions.
10. Back Panel: Haws Model BP32 satin stainless back panel for model 1920 bottle filler.

2.2 SUPPORTS

A. Type I Water Cooler Carrier:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Haws Corporation; 6700.4 or comparable product by one of the following:
 - a. Josam Company.
 - b. Zurn Industries, LLC.
2. Standard: ASME A112.6.1M.

B. Bottle Filler Mounting Plate:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Haws Corporation; 6700 or comparable product by one of the following:
 - a. Halsey Taylor.
 - b. Most Dependable Fountains, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for water-supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before fixture installation.
- B. Examine walls and floors for suitable conditions where fixtures will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install fixtures level and plumb according to roughing-in drawings. For fixtures indicated for children, install at height required by authorities having jurisdiction.
- B. Set pedestal drinking fountains on floor/mounting slab using approved anchors.
- C. Install recessed drinking fountains secured to rigid framing in wall construction.
- D. Install off-the-floor carrier supports, affixed to building substrate, for wall-mounted fixtures.
- E. Install water-supply piping with shutoff valve on supply to each fixture to be connected to domestic-water distribution piping. Use ball or gate valve. Install valves in locations where they can be easily reached for operation.
- F. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.
- G. Insulate all water supply lines subject to condensation.
- H. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons where required to conceal protruding fittings.
- I. Seal joints between fixtures and walls using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Comply with sealant requirements specified in Section 079200 "Joint Sealants."

3.3 CONNECTIONS

- A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- B. Install ball or gate shutoff valve on water supply to each fixture.
- C. Comply with soil and waste piping requirements.

3.4 ADJUSTING

- A. Adjust fixture flow regulators for proper flow and stream height.

3.5 CLEANING

- A. After installing fixtures, inspect unit. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.
- B. Clean fixtures, on completion of installation, according to manufacturer's written instructions.
- C. Provide protective covering for installed fixtures.

- D. Do not allow use of fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION 224713

NOT FOR BIDDING

FEATURES & BENEFITS

CONSTRUCTION

Rugged ADA accessible 18 gauge Type 304 stainless steel bowls and 14 gauge Type 304 Stainless Steel bottle filler. Unit features stainless steel satin finish back panels, vandal-resistant bottom plate, and 1-1/4" integrated trap.

BOTTLE FILLER

Vandal-resistant, 14-gauge Type 304 stainless steel bottle filler housing with push button operation and 1 gpm (3.78 L) laminar flow.

BUBBLER HEADS

Polished chrome-plated brass bubbler heads with integral 11/16" dia. basin shank and stainless anti-rotation roll pin for vandal resistance strength. Shielded, angled stream opening provides a steady, sanitary source of drinking water at 45 gpm.

FOUNTAIN VALVES

The push-button activated valves have all stainless steel bodies, with chrome plated brass push button assemblies which allow for front access to water stream adjustment, water control cartridge, and water supply strainer replacement without having to go through the bottom plate. Operating pressure range of 30 to 90 psi (2.1 to 6.2 bar).

VANDAL RESISTANT

The bubbler heads, push buttons, drain strainers and bottom plates are locked in place, discouraging unwanted vandal tampering, and 30-second obstruction time-out to reduce tampering of sensor.

INTEGRATED TRAP

All-cast adjustable brass 1-1/4" NPT trap is internally mounted completely concealed within the fountain's bottom plate for easy installation and access.

OPTIONS

- Mounting Plate: Model 6700, in-wall mounting plate for model 1920.
- Mounting Plate: Model 6700R, on-wall mounting plate for model 1920.
- Mounting Plate: Model 6700.4, in-wall mounting plate which is 36" wide by 3/16" thick solid steel that spans three studs for a heavy-duty vandal-resistant rigid installation.
- Support Frame: Model 6800 In-wall floor mounted fixture support legs, welded steel 4-bolt floor flanges, and supplied with 'U' bolts and hardware.

For more information, visit www.hawscos.com or call (888) 640-4297.



REQUIRED MODELS

1119 / 6469 / 1920 / BP32

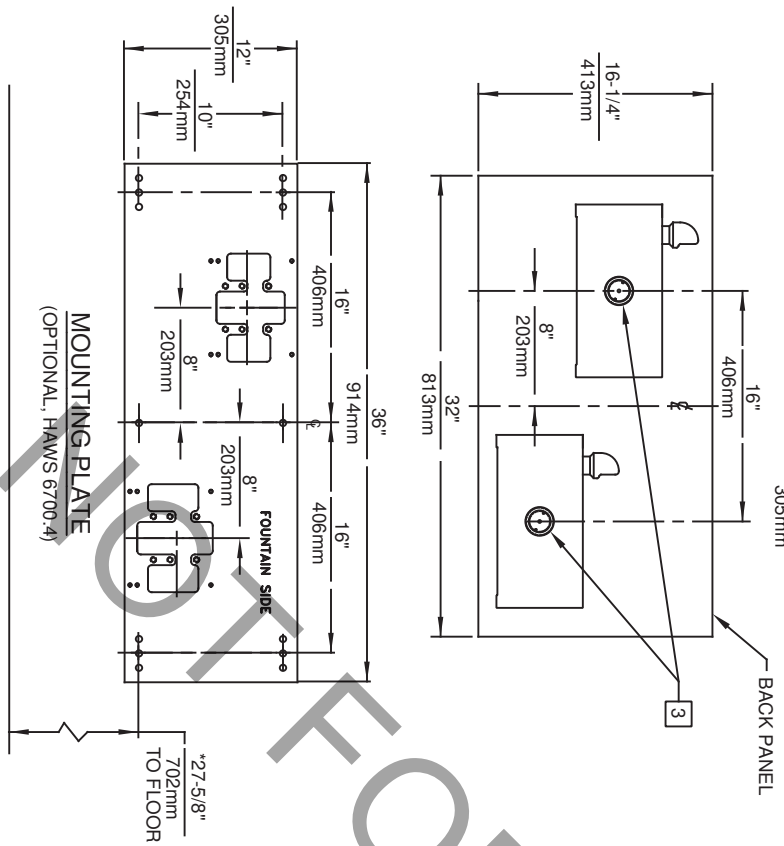
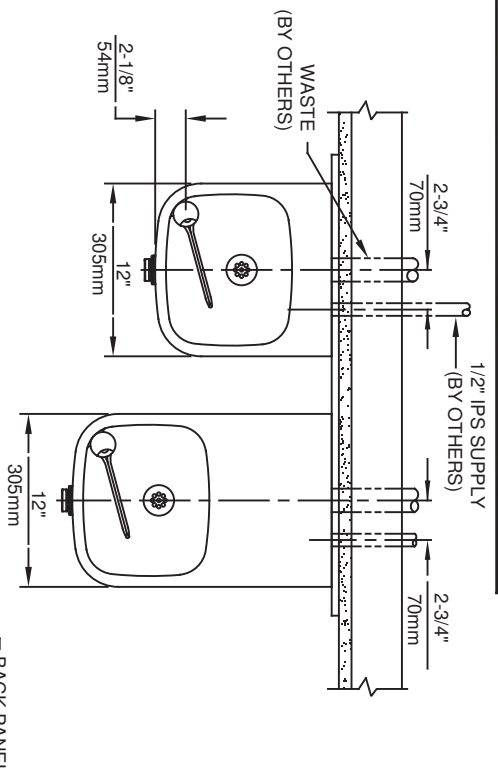
Order these items to make up the Model 1119-1920 fountain and bottle filler with stainless steel back panel shown above.

SPECIFICATIONS

Model 1119-1920 wall mounted vandal-resistant ADA drinking fountain and bottle filler shall include dual 18 gauge Type 304 Stainless Steel satin finish basins, 14 gauge bottle filler bracket, vandal-resistant push-button operated stainless steel valves with front-accessible cartridge and flow adjustment, 100% lead-free waterways, polished chrome-plated brass vandal-resistant bubbler heads, 1 gpm (3.78 L) laminar flow bottle filler, polished chrome-plated brass vandal-resistant waste strainers, vandal-resistant bottom plates, stainless steel satin finish back panels, high and low fountain mounting levels, and 1-1/4" NPT traps. Manufactured to be lead-free by all known definitions including NSF/ANSI/CAN 61-Section 9, NSF/ANSI/CAN 372, California Proposition 65, and the Federal Safe Drinking Water Act. Product is compliant to California Health and Safety Code 116875 (AB 1953-2006), and NSF/ANSI/CAN 61: Q ≤ 1.

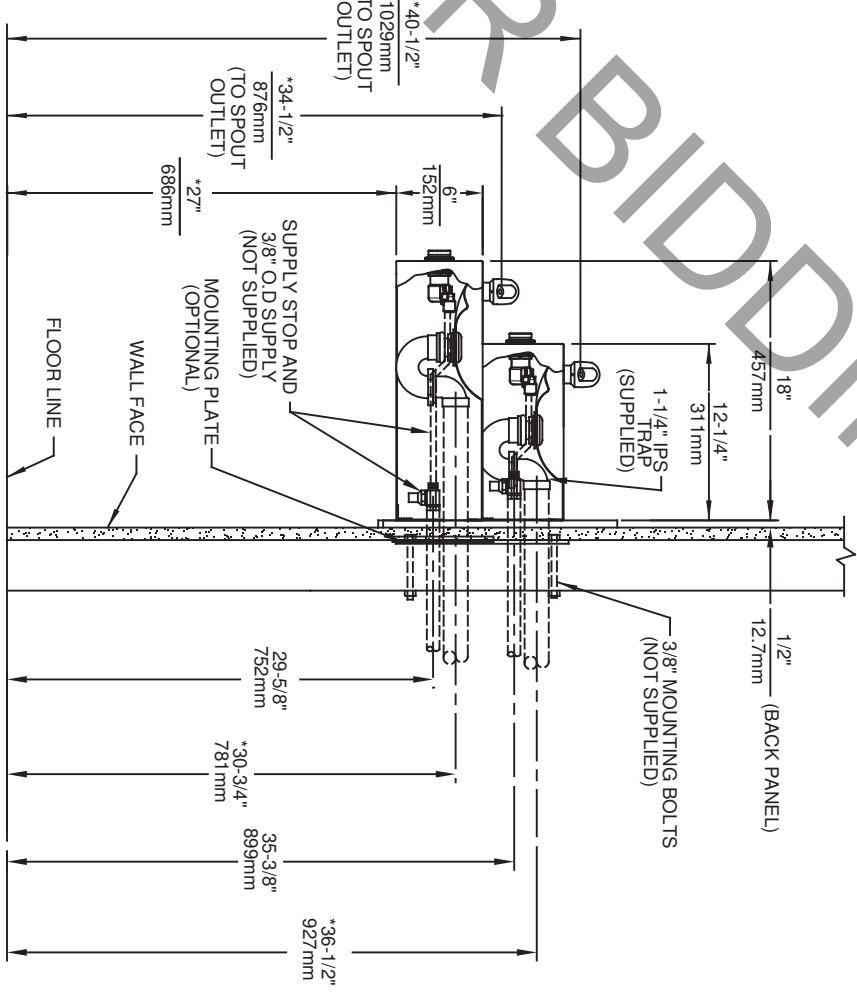
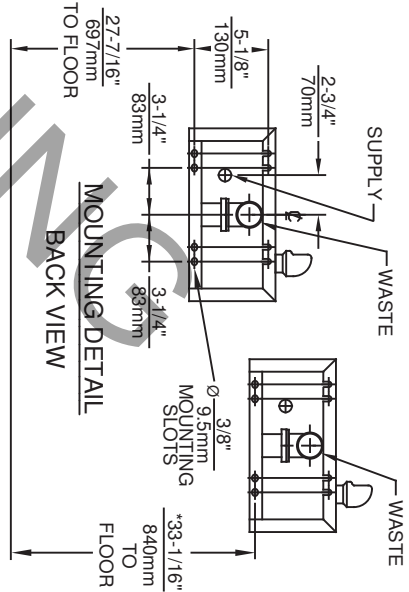
The bottle filler requires a mounting plate; either the Haws model 6700 in-wall or the 6700R on-wall support plate.






NOTES:

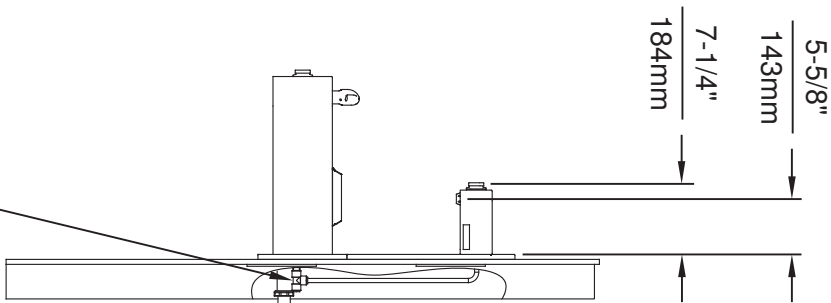
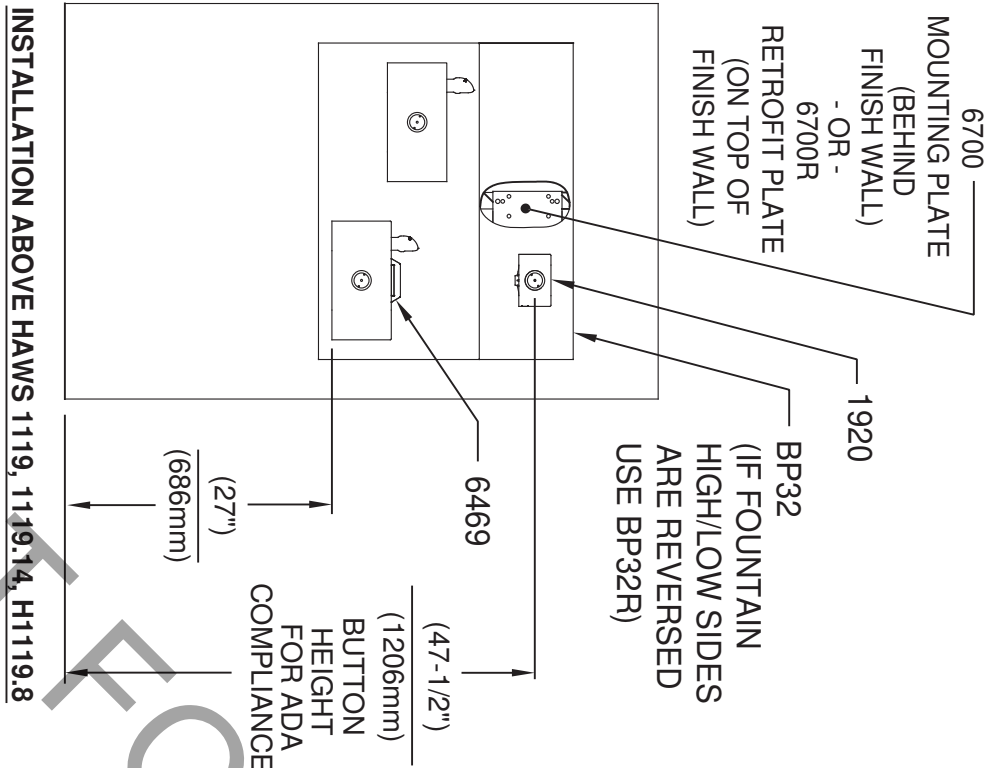
1. HOLD ROUGH-IN DIMENSIONS $\pm 1/4"$ (6.4mm).
2. WHEN INSTALLING THIS UNIT, LOCAL, STATE, OR FEDERAL CODES SHOULD BE ADHERED TO, FOR INSTALLATION HEIGHTS OTHER THAN SHOWN, DIMENSIONS MARKED (*) MUST BE ADJUSTED ACCORDINGLY.
3. REFER TO 5874 SERIES/VRK5874 OPERATION AND MAINTENANCE MANUAL FOR PUSH BUTTON AND VALVE INSTALLATION/MAINTENANCE INSTRUCTIONS.





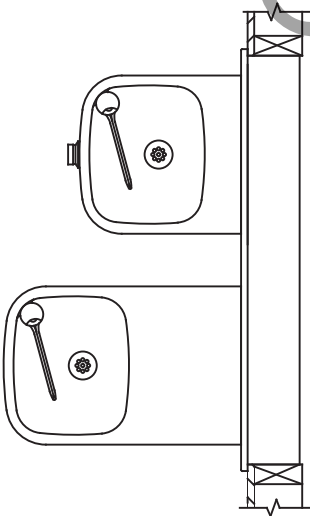
1455 KLEPPE LANE
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E-MAIL: HAWS@HAWS.CO.COM
WEBSITE: WWW.HAWS.CO.COM



ECN NO. REVISED PER BY: MODEL(S)
DRAWN: ECN 5530 EV
F VASQUEZ 04/15/98 DP
APPROVED: DATE: SCALE: 1:14 DRAWING TYPE: INSTALLATION
1119
PART NUMBER 0002076716.D
REVISION 20



3/8" O.D. SUPPLY TUBING AND 3/8" O.D. PUSH-IN TEE SUPPLIED.
(CONNECT TO FOUNTAIN SUPPLY LINE)

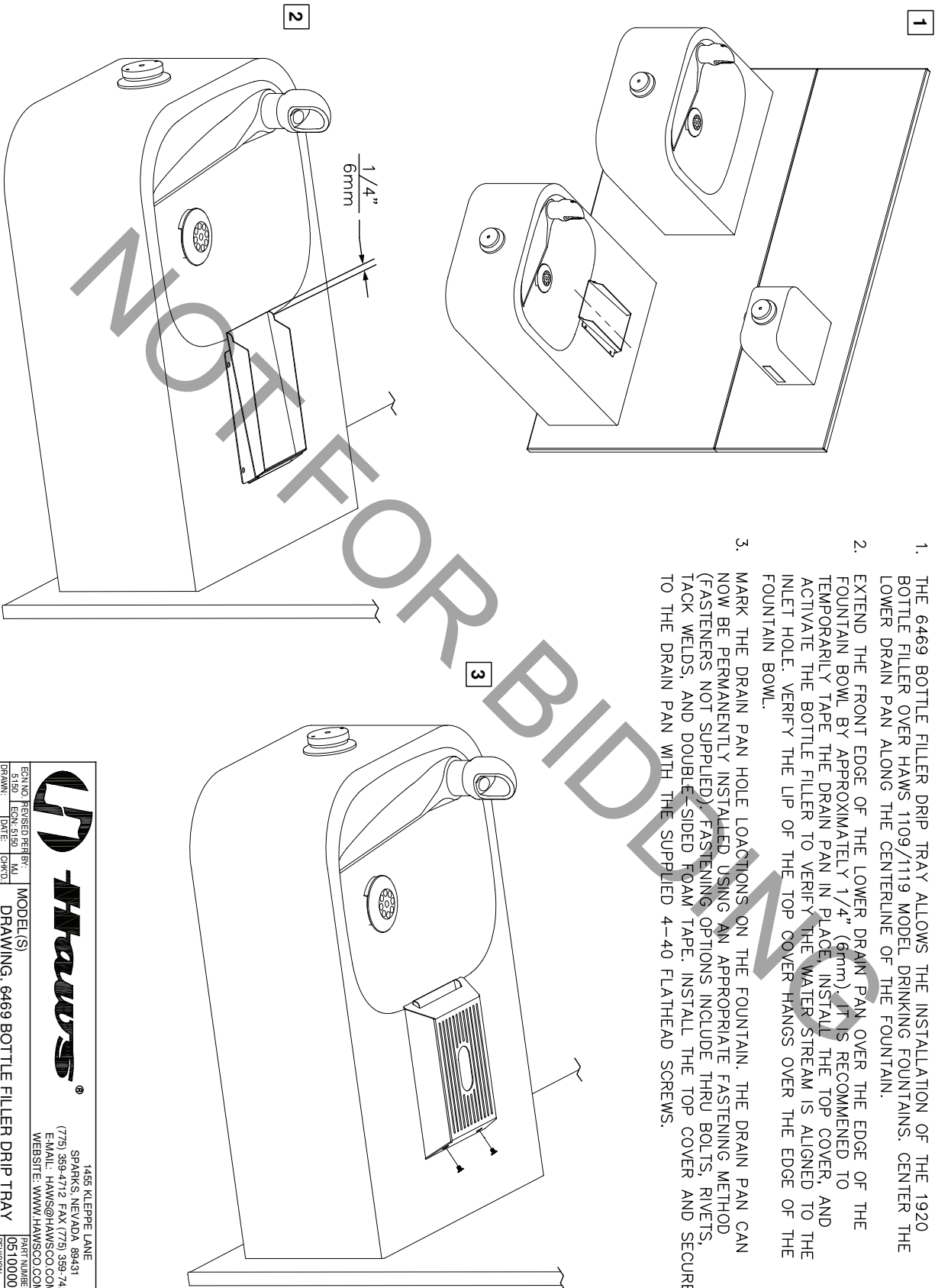
- * IF YOUR FOUNTAIN IS THIS STYLE USE THESE DIMENSIONS
1. SEE SEPARATE INSTALLATION DRAWINGS FOR MOUNTING PLATES, BACKPANELS & DRIP TRAY
 2. WHEN INSTALLING THIS UNIT, LOCAL, STATE OR FEDERAL CODES SHOULD BE ADHERED TO FOR INSTALLATION LOCATIONS, WASTE & SUPPLY REQUIREMENTS OTHER THAN SHOWN.



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EQ. NO.	REVISED PER BY	MODEL(S)	PART NUMBER				
5081	EQ. 5550	1920/1920HPS	0510000490.D				
DRAWN BY	DATE	CHK'D BY	REVISION				
11/15/17	11/15/17	DP	6				
APPROVED BY	DATE	SCALE	N/A	DRAWING TYPE	INSTALLATION		
FV	05/14/20	SCALE	N/A	DRAWING TYPE	INSTALLATION		
		SIZE	A	SHEET	3 OF 6		

6469 BOTTLE FILLER DRIP TRAY INSTALLATION

1. THE 6469 BOTTLE FILLER DRIP TRAY ALLOWS THE INSTALLATION OF THE 1920 BOTTLE FILLER OVER HAWS 1109/1119 MODEL DRINKING FOUNTAINS. CENTER THE LOWER DRAIN PAN ALONG THE CENTERLINE OF THE FOUNTAIN.
2. EXTEND THE FRONT EDGE OF THE LOWER DRAIN PAN OVER THE EDGE OF THE FOUNTAIN BOWL BY APPROXIMATELY 1/4" (6mm). IT IS RECOMMENDED TO TEMPORARILY TAPE THE DRAIN PAN IN PLACE. INSTALL THE TOP COVER, AND ACTIVATE THE BOTTLE FILLER TO VERIFY THE WATER STREAM IS ALIGNED TO THE INLET HOLE. VERIFY THE LIP OF THE TOP COVER HANGS OVER THE EDGE OF THE FOUNTAIN BOWL.
3. MARK THE DRAIN PAN HOLE LOCATIONS ON THE FOUNTAIN. THE DRAIN PAN CAN NOW BE PERMANENTLY INSTALLED USING AN APPROPRIATE FASTENING METHOD (FASTENERS NOT SUPPLIED). FASTENING OPTIONS INCLUDE THRU BOLTS, RIVETS, TACK WELDS, AND DOUBLE-SIDED FOAM TAPE. INSTALL THE TOP COVER AND SECURE TO THE DRAIN PAN WITH THE SUPPLIED 4-40 FLATHEAD SCREWS.



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WEBSITE: WWW.HAWS.CO.COM

DESIGNED BY	REVIEWED BY	MODEL(S)	PART NUMBER
HAWS	HAWS	6469 BOTTLE FILLER DRIP TRAY	0510000657.D
DRAWN: MU	DATE: 01/10/17	SCALE: 1:4	REVISION
APPROVED: FV	DATE: 01/18/17	DRAWING TYPE: INSTALLATION	1
		SIZE: A	SHEET 1 OF 1

FEATURES & BENEFITS

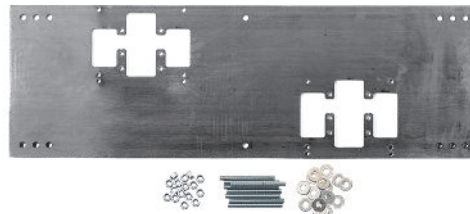
MOUNTING

Heavy duty 3/16" (.47 cm) steel pre-drilled and threaded in-wall mounting plate along with all-thread studs and hardware.

OPTIONS

- Support Frame: Model 6800 In-wall floor mounted fixture support legs, welded steel 4-bolt floor flanges, and supplied with 'U' bolts and hardware.

For more information, visit www.hawesco.com or call (888) 640-4297.

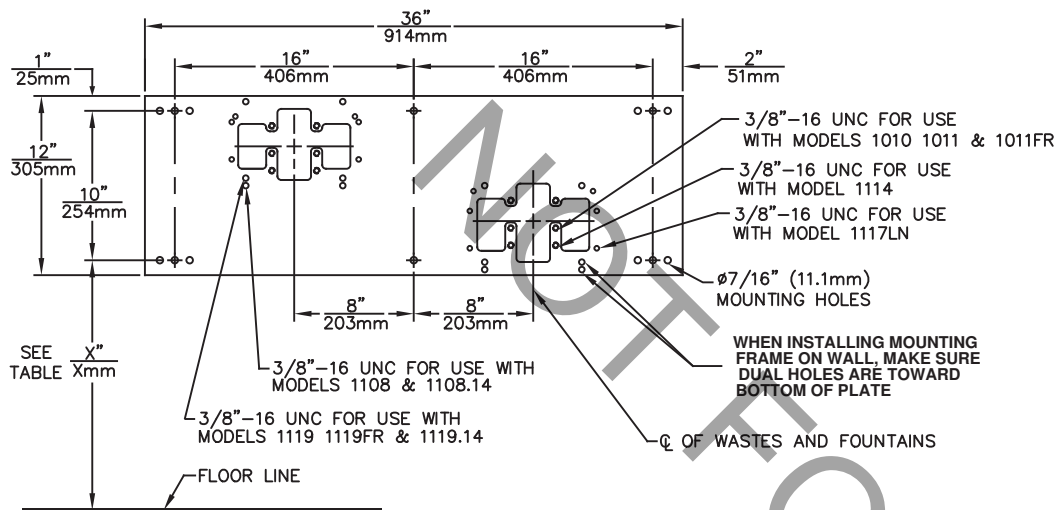


SPECIFICATIONS

Model 6700.4 'Hi-Lo' in-wall 3/16" thick steel pre-drilled mounting plate is larger, thicker and stronger than any other plate in the industry, and shall include the all-thread studs, nuts, and washers. For use with many Haws dual bubbler fountains.

APPLICATIONS

Haws produces mounting plates and frames to assist in the installation process as well as to provide solid bases for the wall mounted designed fountains. Mounting plates and frames meet the requirements solely for the specified applicable fountains and are not designed to be used in the installation of any unspecified fountain.

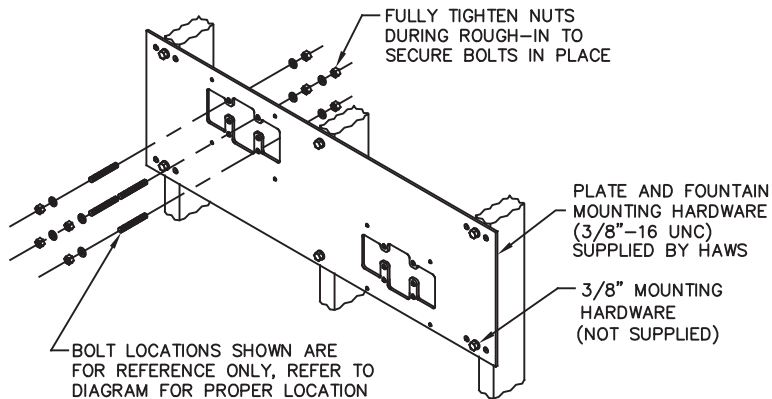


MODEL	
DIMENSION	1011
"X"	25-1/2" [648mm]
LOWER SUPPLY	28-3/4" [730mm]
LOWER WASTE	27-7/8" [708mm]
UPPER SUPPLY	33-3/4" [857mm]
UPPER WASTE	32-7/8" [835mm]

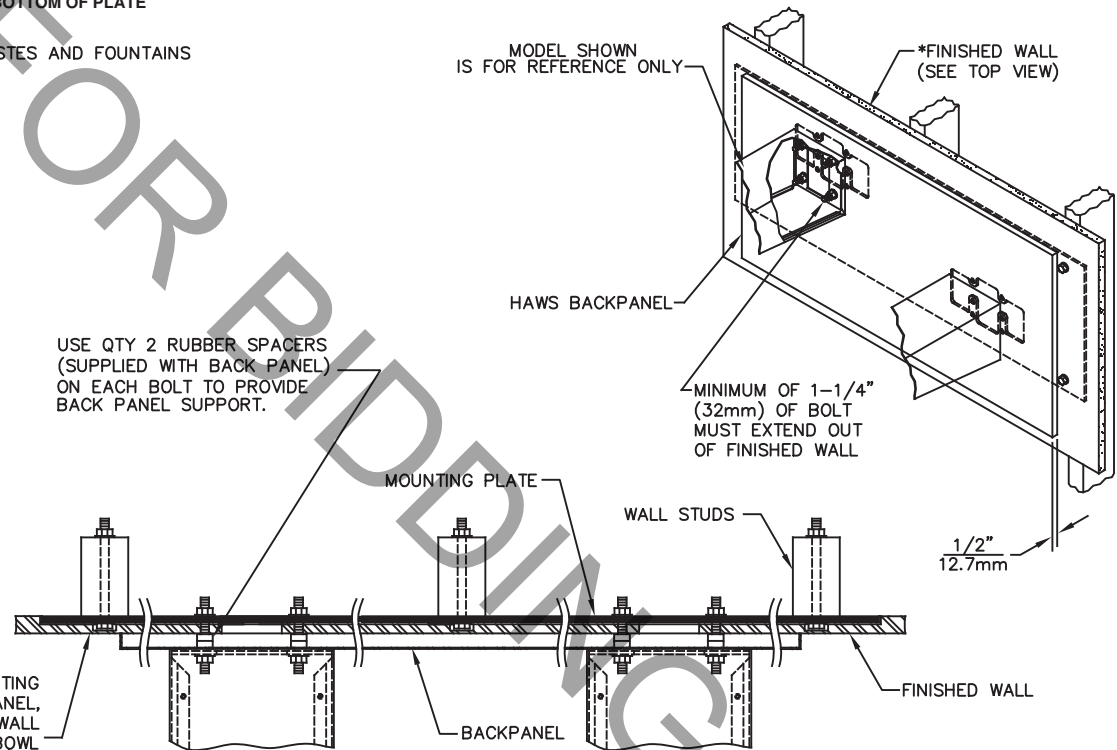
MODEL	
DIMENSION	1117LN
"X"	27" [686mm]
LOWER SUPPLY	29-1/2" [749mm]
LOWER WASTE	29-1/4" [743mm]
UPPER SUPPLY	35-1/2" [902mm]
UPPER WASTE	35-1/4" [895mm]

MODEL		
DIMENSION	1119	1119.14
"X"	27-5/8" [702mm]	27-5/8" [702mm]
LOWER SUPPLY	29-5/8" [752mm]	29-5/8" [752mm]
LOWER WASTE	30-3/4" [781mm]	30-3/4" [781mm]
UPPER SUPPLY	35-3/8" [905mm]	35-3/8" [905mm]
UPPER WASTE	36-1/2" [927mm]	36-1/2" [927mm]

MODEL		
DIMENSION	1011FR	1119FR
"X"	25-1/2" [648mm]	27-5/8" [702mm]
SUPPLY	SEE FREEZE VALVE ROUGH-IN	SEE FREEZE VALVE ROUGH-IN
WASTE	SEE FREEZE VALVE ROUGH-IN	SEE FREEZE VALVE ROUGH-IN



*FINISH WALL OVER MOUNTING PLATE AND BEHIND BACKPANEL, MAKE SURE THAT FINISHED WALL EXTENDS WITHIN THE BRACKET/BOWL MOUNTING HOLES (TO PROVIDE SURFACE AREA FOR RUBBER SPACERS TO CONTACT).



TOP VIEW

CAUTION

REGARDING CONCRETE/MASONRY WALL MOUNTING: DO NOT SECURE MOUNTING PLATE TO SAME SIDE OF WALL AS FOUNTAIN. AVOID COMPROMISING INTEGRITY OF WALL WHEN ANCHORING FOUNTAIN. IT IS RECOMMENDED THAT INSTALLER CALL TECHNICAL SUPPORT IF THERE ARE ANY QUESTIONS AS TO HOW TO OBTAIN A PROPER ANCHOR IN CONCRETE/MASONRY WALLS. 1-800-766-5612



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ECN NO. REVISED PER BY:	ECN: 5526 FV	MODEL(S)	6700.4	PART NUMBER	0002080023
DRAWN: CJL	DATE: 04-29-93	CHKD: DP		REVISION	18
APPROVED: FV	DATE: 04/13/20	SCALE: N/A	DRAWING TYPE: INSTALLATION	SIZE: A	SHEET 1 OF 1

FEATURES & BENEFITS

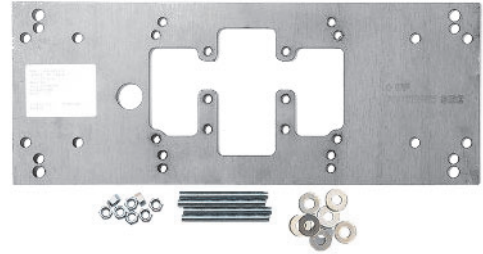
MOUNTING

Heavy Duty 3/16" (.47 cm) steel pre-drilled and threaded in-wall mounting plate along with all-thread studs and hardware

OPTIONS

- Support Frame: Model 6800 In-wall floor mounted fixture support legs, welded steel 4-bolt floor flanges, and supplied with 'U' bolts and hardware.

For more information, visit www.hawscs.com or call (888) 640-4297.



SPECIFICATIONS

Model 6700 in-wall 3/16" thick steel mounting plate is larger, thicker and stronger than any other plate in the industry, and shall include the all-thread studs, nuts, and washers. For use with many Haws single bubbler fountains or 1920 series bottle fillers.

APPLICATIONS

Haws produces mounting plates and frames to assist in the installation process as well as to provide a solid base for the wall mounted designed fountains. Mounting plates and frames meet the requirements solely for the specified applicable fountains and are not designed to be used in the installation of any unspecified fountain.



model **BP32**
Back Panel

FEATURES & BENEFITS

OPTIONS

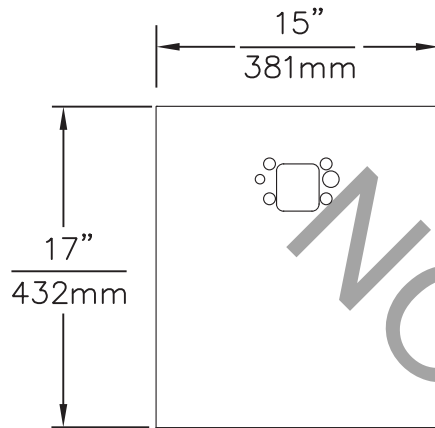
For more information, visit www.hawesco.com or call (888) 640-4297.



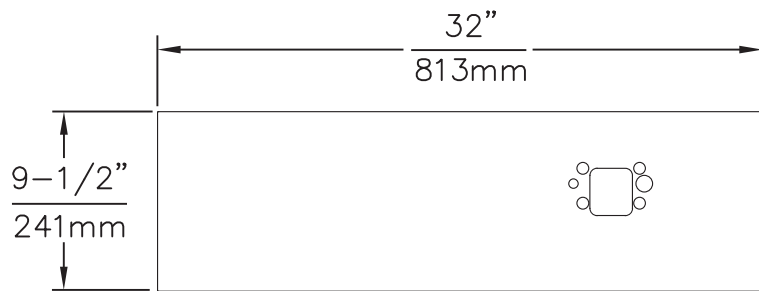
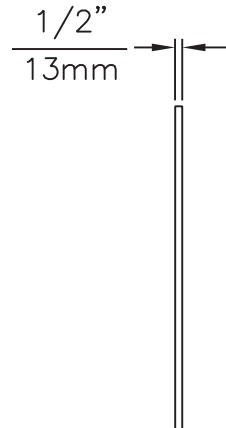
SPECIFICATIONS

Model BP32 is a versatile and decorative back panel for model 1920 bottle filler that increases location visibility, and also helps protect wall from inadvertent splash. This back panel is 32" x 9.5" (81 x 24 cm) stainless steel with a satin finish. BP32 can be used with model 1920 over 1011, 1117 and 1119 series dual fountains.

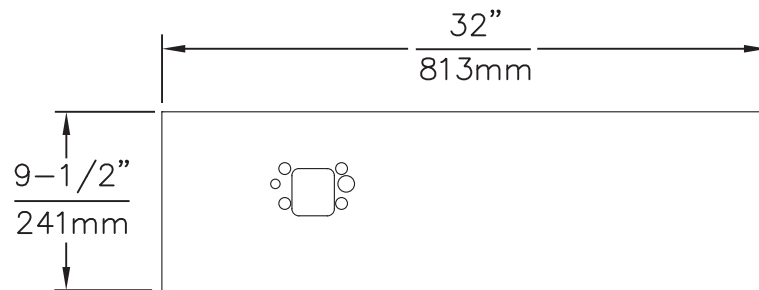
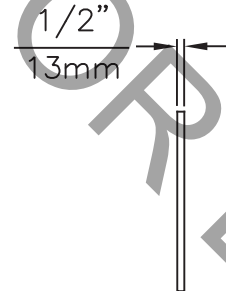
APPLICATIONS



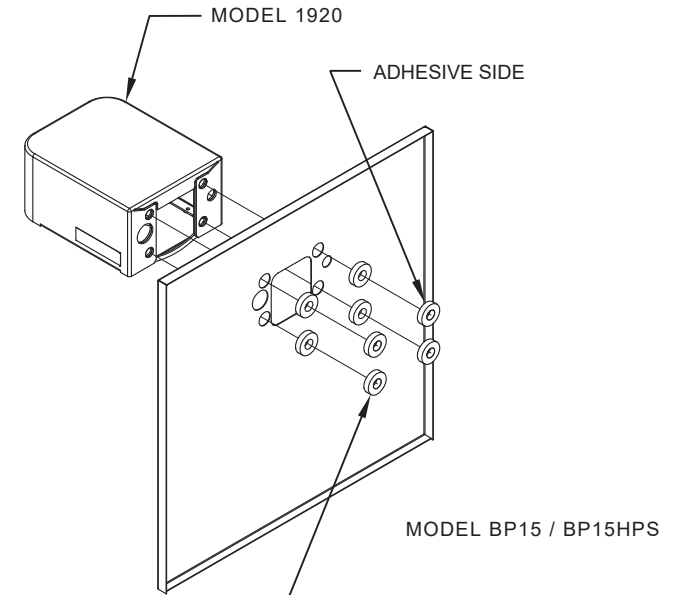
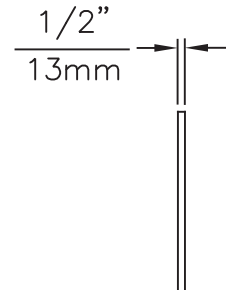
MODEL BP15 / BP15HPS



MODEL BP32 / BP32HPS / BP32W



MODEL BP32R / BP32RW





8 SPACERS (2 PER MOUNTING BOLT IF THE MOUNTING PLATE IS INSTALLED BEHIND THE FINISHED WALL. USE 1 SPACER PER BOLT FOR RETROFITS WHERE THE MOUNTING PLATE IS INSTALLED IN FRONT OF THE FINISHED WALL)

INSTALLATION OVER SINGLE FOUNTAIN
SHOWN FROM REAR

NOTES:

1. WHEN INSTALLING THIS UNIT, LOCAL, STATE OR FEDERAL CODES SHOULD BE ADHERED TO.

								1455 KLEPPE LANE SPARKS, NEVADA 89431 (775) 359-4712 FAX (775) 359-7424 E-MAIL: HAWS@HAWS.CO.COM WEBSITE: WWW.HAWS.CO.COM					
ECN NO. 5081		REVISED PER ECN: 5172		BY: MJ		DATE: 06/27/16		CHK'D: FV		MODEL(S) DRAWING, BACK PANEL SPACER INST, BF		PART NUMBER 0510000493.D	
APPROVED: FV		DATE: 02/27/17		SCALE: 1:1		DRAWING TYPE: INSTALLATION		SIZE: A		SHEET 1 OF 2		REVISION 2	

NOT FOR BIDDING

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section includes requirements and specifications for bituminous (asphalt) concrete paving, including, but not limited to:
 - 1. Provide hot-mixed asphalt (HMA) concrete paving over prepared sub-base.
 - 2. Provide striping for parking, roadway, and handicapped markings.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each material and product used.
- B. Design Mix.
- C. Test Reports.
- D. Delivery Tickets.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers that have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Percent Compaction: As referred to in these Specifications, percent compaction is the required in place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM test method, D1557 78(C).
- C. Construction Tolerances:
 - 1. Base course thickness: 1/2 inch
 - 2. Surface Course Thickness: 1/4 inch
 - 3. Base Course Surface Smoothness: Within 1/4 inch.
 - 4. Surface Course Surface Smoothness: Within 3/16 inch with 10-foot straightedge. No ponding acceptable. At no point shall surface fail to drain. Set grades to ensure that surface runoff flows to existing catch basins drainage structures or landscape areas.
 - 5. Crowned Surfaces: Within 1/4 inch from template.
 - 6. Relationship with Adjacent Materials at Same Elevation: Within 1/8 inch, except place asphalt 1/2 inch higher at adjacent concrete paving.
- D. Testing: Cooperate with Owner's independent testing laboratory. The Contractor shall provide all delivery tickets to the Owner's Representative immediately upon delivery.

1.4 REFERENCE STANDARDS

- A. State Standard Specifications, latest edition, issued by California Department of Transportation (Caltrans) apply except as modified by these project plans and specifications.

- B. 2012 Edition Greenbook Standard Specifications for Public Works Construction apply except as modified by Caltrans specifications or by these project plans and specifications.
- C. California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.
- D. AASHTO M248 – Standard Specification for Ready-Mixed White and Yellow Traffic Paints; current edition.
- E. AASHTO T209 – Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt; current edition.
- F. AI MS-22 - Construction of Hot Mix Asphalt Pavements; current edition.
- G. ASTM D 977 – Standard Specification for Emulsified Asphalt; current edition.

PART 2 - PART 2 - PRODUCTS

2.1 MATERIALS

- A. Selection of products must be based on locally available materials and standards.
- B. Asphalt-Aggregate Mixture: Plant-mixed, hot-laid asphalt-aggregate mixture, Type A HMA, binder shall be PG 64-10. Base lifts shall be $\frac{3}{4}$ " max., medium grading. Final lifts and AC Dikes shall be $\frac{1}{2}$ " max., medium grading.
- C. Tack Coat: Emulsified asphalt, ASTM D 977.
- D. Lane and Parking Area Marking Paint: Paint for traffic stripes and pavement markings shall conform to Section 84-2 of State Standard Specifications, except that 30 mesh Monterey sand may be substituted for glass beads Color: White.
 - 1. Color: Blue.
 - 2. Color: White.
- E. Header Board materials for HMA Paving shall be as shown on the Plans and Specified in State Standard Specification Section 20-5.02B(2).

PART 3 - PART 3 - EXECUTION

3.1 INSTALLATION – HMA PAVING

- A. Asphalt/Aggregate Mixture: Comply with Section 39 of the State Standard Specifications.
- B. Remove loose material from compacted sub-grade. Proof roll and check sub-grade for areas requiring additional compaction. Report unsatisfactory conditions in writing. Beginning of work means acceptance of sub-base.
- C. Weather Limitations:
 - 1. Apply tack coats only when ambient temperature is above 50°F for 12 hours immediately prior to application. Do not apply when base coat is wet or contains an excess of moisture.
 - 2. Construct asphalt concrete surface course only when atmospheric temperature is above 40°F and when base is dry. Base course may be placed when air temperature is above 30°F and rising.

- D. Tack Coat: Apply a tack coat to contact surfaces of previously constructed asphalt, Portland cement concrete, surfaces abutting or projecting into asphalt concrete paving, and vertical faces, or other surfaces as specified elsewhere, at a rate per Section 39-2.01C(3)(f) of the State Standard Specifications. Allow to dry until at proper condition to receive paving.
- E. Place asphalt concrete at minimum temperature of 225 °F in strips not less than 10 feet wide overlapping previous strips. Complete entire base course before beginning surface course.
- F. Coordinate placement of drainage castings and other construction within paving areas. Construct curbs to dimensions indicated or if not indicated to standard shapes.
- G. Begin rolling when pavement can withstand weight of roller. Roll while still hot to obtain maximum density and to eliminate roller marks.
- H. Flood test in-place asphalt work for proper tolerances and drainage. Remove and replace defective work and patch to eliminate evidence of patching at no additional expense to the Owner.
- I. Immediately prior to project acceptance, sweep surfaces and remove stains and discoloration.

3.2 INSTALLATION – TRAFFIC STRIPES AND PAVEMENT MARKINGS

- A. Examine receiving surfaces and verify that surfaces are proper and ready for installation. Do not start work until unsatisfactory conditions have been corrected.
- B. Apply marking paint in accordance with approved manufacturer's recommendations, and in accordance with Section 84-2.03 "Construction" of the State Standard Specifications.
- C. Parking Stripes: Paint four inches wide unless otherwise noted.
- D. Symbol Marking: Paint as shown on Drawings.
- E. Non-Slip Additive: Apply while paint is wet, between coats.
- F. Upon completion of work, remove surplus materials, rubbish and clean off spilled or splattered paint resulting from this work.
- G. Permit no surface traffic until pavement and symbol marking has dried thoroughly.

END OF SECTION 0321216

SECTION 32 17 13
PARKING BUMPERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Precast concrete wheel stops.

1.2 ACTION SUBMITTALS

- A. Product Data:
1. Precast concrete wheel stops.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS

- A. Precast Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete; 4000-psi (27.6-MPa) minimum compressive strength; 4-1/2 inches (115 mm) high by 9 inches (225 mm) wide by 36 inches (914 mm) long. Provide chamfered corners, and a minimum of two factory-formed or -drilled vertical holes through wheel stop for anchoring to substrate.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. American Eagle Precast, LLC.
 - b. American Precast Concrete Inc.
 - c. Bush Concrete Products, Inc.
 - d. Cast-Crete USA, Inc.
 - e. Dura-Crete, Inc.
 - f. Granite Precasting and Concrete, Inc.
 - g. Oldcastle Infrastructure Inc.; CRH Americas.
 - h. Steps Plus, Inc.
 2. Source Limitations: Obtain wheel stops from single source from single manufacturer.
 3. Surface Appearance: Smooth, free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
 4. Mounting Hardware: Galvanized-steel spike or dowel, **1/2-inch (13-mm)** diameter, **14-inch (350-mm)** minimum length, (2).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation in accordance with manufacturer's written instructions.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Securely anchor wheel stops to substrate with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

END OF SECTION 321713

NOT FOR BIDDING

**SECTION 321723
PAVEMENT MARKINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Plastic pavement markings.

1.02 RELATED REQUIREMENTS

- A. Section 321216 - Asphalt Paving.
- B. Section 321313 - Concrete Paving.
- C. Section 321623 - Sidewalks.
- D. Section 321713 - Parking Bumpers.
- E. Section 321726 - Tactile Warning Surfacing.
- F. Section 321729 - Pavement Embedded Warning Lights.
- G. Section 344100 - Roadway Signaling and Control Equipment.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Allowances:
 - 1. See Section 012100 - Allowances for allowances affecting this section.
 - 2. Include cash allowance for pavement markings.
- B. Unit Prices:
 - 1. See Section 012200 - Unit Prices for additional requirements.
 - 2. Basis of Measurement for Linear Painted or Plastic Pavement Markings: By linear foot (linear meter).
 - 3. Basis of Measurement for Painted or Plastic Pavement Markings Symbols or Text: Per unit.
 - 4. Basis of Measurement for Raised Pavement Markings: Per unit.
- C. Alternates:
 - 1. See Section 012300 - Alternates for product alternates affecting this section.
 - 2. This section includes base bid item(s).

1.04 REFERENCE STANDARDS

- A. AASHTO M 247 - Standard Specification for Glass Beads Used in Pavement Markings; 2013 (Reapproved 2018).
- B. AASHTO M 249 - Standard Specification for White and Yellow Reflective Thermoplastic Striping Material (Solid Form); 2012 (Reapproved 2020).
- C. ASTM D4505 - Standard Specification for Preformed Retroreflective Pavement Marking Tape for Extended Service Life; 2012 (Reapproved 2017).
- D. ASTM E303 - Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester; 2022.
- E. FHWA MUTCD - Manual on Uniform Traffic Control Devices; 2009, with Editorial Revision (2022).

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the work of this section with adjoining work.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by affected installers.

1.06 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate survey control points and pavement markings.

- C. Shop Drawings: Indicate traffic management plan with barricades, cones, and temporary markings.
- D. Product Data: Manufacturer's data sheets on each product to be used.
- E. Certificates: Submit for each batch stating compliance with specified requirements.
 - 1. Plastic pavement markings.
- F. Manufacturer's Instructions:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements for additional provisions.
 - 2. Extra Paint: 2 containers, 1 gallon (4 liter) size, of each type and color.
 - 3. Extra Markers: 5 percent, of each type and color.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience and approved by manufacturer.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint in containers of at least 5 gallons (18 L) accompanied by batch certificate.
- B. Deliver glass beads in containers suitable for handling and strong enough to prevent loss during shipment, accompanied by batch certificate.
- C. Store products in manufacturer's unopened packaging until ready for installation.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.09 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Do not apply paint if temperature of surface to be painted or the atmosphere is less than 50 degrees F (10 degrees C) or more than 95 degrees F (35 degrees C).

1.10 SEQUENCING

- A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of markings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Plastic Pavement Markings:
 - 1. InSite Solutions, LLC; _____: www.stop-painting.com/#sle.
 - 2. 3M ALL WEATHER THERMOPLASTIC.Pavement Marking
 - 3. SEALMASTER LIQUID THERMOPLASTIC.Traffic Marking Paint
 - 4. Substitutions: See Section 016000 - Product Requirements.

2.02 PLASTIC PAVEMENT MARKINGS

- A. Comply with State of CA Highway Department standards.
- B. Comply with FHWA MUTCD.
- C. Plastic Pavement Markings: Preformed, uniform, smooth edges.
 - 1. Marking Tape: Vinyl, with retroreflective beads, in accordance with ASTM D4505.

- a. Class: Class 1, in accordance with ASTM D4505.
- b. Color: Yellow.
- c. Retroreflectivity: Retroreflectivity II, in accordance with ASTM D4505.
- d. Skid Resistance: Level B, in accordance with ASTM E303.
- e. Thickness: 60 mils, 0.06 inch (1.5 mm).
- f. Width: 4 inches (102 mm).
- g. Primer: As recommended by manufacturer.
- 2. Thermoplastic Markings: Alkyd, in accordance with AASHTO M 249.
 - a. Color: Yellow.
 - b. Reflective Glass Beads: Type 1, in accordance with AASHTO M 247.
 - c. Existing-Pavement Primer: Asphalt, thermosetting adhesive.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identify existing markings for removal.
- B. Verification of Conditions: Verify that pavement is dry and ready for installation.
- C. Notify Architect of unsatisfactory conditions before proceeding.

3.02 PREPARATION

- A. Establish survey control points for locating and dimensioning of markings.
- B. Place barricades, warning signs, and flags as necessary to alert approaching traffic.
- C. Clean surfaces prior to installation.
 - 1. Remove dust, dirt, and other debris.
 - 2. Remove rubber deposits, existing paint markings, and other coatings.
- D. Temporary Markings: Apply as directed by Architect.
- E. Apply paint stencils by type and color at necessary intervals.

3.03 INSTALLATION

- A. General:
 - 1. Position pavement markings as indicated on drawings.
 - 2. Field location adjustments require approval of Architect.
 - 3. Allow traffic movement without hindrance.
- B. Plastic Pavement Markings:
 - 1. Install in accordance with manufacturer's instructions in manner necessary to maintain manufacturer's warranty.
 - 2. Install in accordance with State of CA Highway Department standards.
 - 3. Install in accordance with FHWA MUTCD standards.
 - 4. Marking Tape: Place tape on pavement smooth and without wrinkles. 1/4 inch (6 mm) maximum gap between adjacent pieces. Immediately apply uniform pressure until firmly adhered.
 - a. Apply primer to pavement at a rate of 1 oz/sq ft (3 L/sq m) and allow to set for 10 minutes prior to taping.
 - 5. Thermoplastic Markings: Preheat pavement surface to 275 degrees F (135 degrees C). Place markings on pavement smooth and without wrinkles. 1/4 inch (6 mm) maximum gap between adjacent markings. Uniformly heat markings between 400 degrees F (204 degrees C) to 440 degrees F (227 degrees C). Do not overheat, scorch, or disperse embedded glass beads.
 - a. Apply primer according to manufacturer's recommendations.

3.04 TOLERANCES

- A. Maximum Variation From True Position: 3 inches (76 mm).
- B. Maximum Offset From True Alignment: 3 inches (76 mm).

3.05 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Perform field inspection for deviations from true alignment or material irregularities.
- C. If inspections indicate work does not meet specified requirements, rework and reinspect at no cost to Owner.
- D. Allow the pavement marking to set at least the minimum time recommended by manufacturer.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 017800 - Closeout Submittals for additional requirements.
- B. Temporary Markings: Remove without damaging surfaces.

3.07 PROTECTION

- A. Prevent approaching traffic from crossing newly applied pavement markings.
- B. Replace damaged or removed markings at no additional cost to Owner.
- C. Preserve survey control points until pavement marking acceptance.

END OF SECTION

SECTION 32 17 26
TACTILE WARNING SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place detectable warning tiles if only being used at newly poured concrete.
 - 2. Surface-applied detectable warning tiles.
- B. Related Requirements:
 - 1. Section 321313 "Concrete Paving" for concrete walkways serving as substrates for tactile warning surfacing.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tactile warning surfacing.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces.
 - 1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.
- B. Source Limitations: Obtain each type of tactile warning surfacing and setting materials, if required from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ADA Solutions, a division of SureWerx USA.
 - b. Arcis Corp.
 - c. Armor-Tile.
 - d. Detectable Warning Systems, Inc.
 - e. Detectile Corp.
 - f. StrongGo Industries, LLC.

2. Material: Cast-fiber-reinforced polymer concrete tile or Molded glass- and carbon-fiber-reinforced polyester.
 3. Color: Safety yellow.
 4. Shapes and Sizes:
 - a. Rectangular panel, 24 by 48 inches (610 by 1219 mm) or 36 by 48 inches (914 by 1219 mm) as best fit.
 5. Dome Spacing and Configuration: Manufacturer's standard compliant spacing, in manufacturer's standard] pattern.
 6. Mounting:
 - a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.
- B. Surface-Applied Detectable Warning Tiles: Accessible truncated-dome detectable warning concrete tiles configured for surface application on existing concrete walkway surfaces, with slip-resistant surface treatment on domes, field of tile, and beveled outside edges.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ADA Solutions, a division of SureWerx USA.
 - b. Arcis Corp.
 - c. Armor-Tile.
 - d. Armorcast Products Company; brand of Hubbell Utility Solutions; Hubbell Incorporated.
 - e. Detectable Warning Systems, Inc.
 2. Material: Cast-fiber-reinforced polymer concrete tile or Molded glass- and carbon-fiber-reinforced polyester].
 3. Color: Safety yellow.
 4. Shapes and Sizes:
 - a. Rectangular panel, 24 by 48 inches (610 by 1219 mm) or 36 by 48 inches (914 by 1219 mm)
 5. Dome Spacing and Configuration: Manufacturer's standard compliant spacing, in standard pattern.
 6. Mounting: Adhered concrete walkway.
- C. Mortar Setting Bed:
1. Portland Cement: ASTM C 150/C 150M, Type I or Type II.
 2. Sand: ASTM C 33/C 33M.
 3. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed, and not containing a retarder.
 4. Thinset Mortar: Latex-modified portland cement mortar complying with ANSI A118.4.
 5. Water: Potable.

2.3 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:
 - 1. Furnish Type 316] stainless-steel fasteners for exterior use.
 - 2. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.
- B. Adhesive: As recommended by manufacturer for adhering tactile warning surfacing unit to pavement.
- C. Sealant: As recommended by manufacturer for sealing perimeter of tactile warning surfacing unit.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.
- B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles:
 - 1. Concrete Paving Installation: Comply with installation requirements in Section 321313 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of tile.
 - 2. Set each detectable warning tile accurately and firmly in place and completely seat tile back and embedments in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
 - 3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8 inch (3 mm) from flush.
 - 4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.
 - 5. Clean tiles using methods recommended in writing by manufacturer.
- B. Surface-Applied Detectable Warning Tiles:
 - 1. Lay out detectable warning tiles as indicated and mark concrete pavement.

2. Prepare existing paving surface by grinding and cleaning as recommended by manufacturer.
3. Apply adhesive to back of tiles in amounts and pattern recommended by manufacturer, and set tiles in place. Firmly seat tiles in adhesive bed, eliminating air pockets and establishing full adhesion to pavement. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
4. Install anchor devices through face of tiles and into pavement using anchors located as recommended by manufacturer. Set heads of anchors flush with top surface of mat.
5. Mask perimeter of tiles and adjacent concrete, and apply sealant in continuous bead around perimeter of tile installation.
6. Remove masking, adhesive, excess sealant, and soil from exposed surfaces of detectable warning tiles and surrounding concrete pavement using cleaning agents recommended in writing by manufacturer.
7. Protect installed tiles from traffic until adhesive has set.

3.4 CLEANING AND PROTECTION

- A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Architect. Replace using tactile warning surfacing installation methods acceptable to Architect.
- B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 321726

APPENDIX A

**U.S. Department of Housing
and Urban Development
Office of Davis-Bacon and Labor Standards**

NOT FOR BIDDING

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX B

HUD Section 3 Compliance

NOT FOR BIDDING

HUD Section 3 Compliance

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**"),.
- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.
- c. The Development Owner agrees to send to each labor organization or representative of workers with which the Development Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Development Owner's commitments under this section of the Contract, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d. The Development Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Development Owner will not subcontract with any subcontractor where the Development Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.
- e. The Development Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Development Owner's obligations under Section 3 Regulations.
- f. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

APPENDIX C

US Dept of Labor - Payroll Form
And other required forms

NOT FOR BIDDING

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR <input type="checkbox"/>				OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS															
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.					
(1)		(2)	(3)	(4) DAY AND DATE								(5)	(6)	(7)	(8) DEDUCTIONS					(9)			
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT	OR	ST	HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the Labor Standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name)

Payroll Officer (Signature)

IRS Employer Identification Number

Contractor/Subcontractor

By _____
Signature

Title

Phone Number

Date

FORM A-2

To be completed by
All Subcontractors

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: _____

PROJECT NUMBER: _____

A copy of the Minutes of the Preconstruction Conference and the Labor Standards clauses pertaining to the project are on file with the Prime Contractor. A copy of the Federal Wage Decision applicable to this project is also available on file with the Prime Contractor.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name)

Payroll Officer (Signature)

IRS Employer Identification Number

Contractor/Subcontractor

By _____
Signature

Title

Phone Number

Date

CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Project Number: _____

Use this form to identify those bona fide fringe benefit plan(s) in which your employees are participating. List third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars). If your firm does not participate in approved fringe benefit type plans, then check the box below.

<u>Classification and Fringe Benefit Provided:</u>	<u>Hourly Rate:</u>	<u>Name and Address of Plan or Fund:</u>
1) _____ Health and Welfare Pension Vacation Apprentice/Training _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
2) _____ Health and Welfare Pension Vacation Apprentice/Training _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
3) _____ Health and Welfare Pension Vacation Apprentice/Training _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____

OR: (Check if Applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

Contractor Company Name

By _____
Signature

Phone Number

Title

FORM B

To be completed by Prime
and All Subcontractors

Date

NOT FOR BIDDING

CONTRACTORS NOTIFICATION OF SUBCONTRACTS AWARDED

(One to be completed before commencement of work, one prior to final payment request,
and/or if any change or addition in subcontractors occurs.)

FORM C

To be completed by
Prime Contractor only

Project Name: _____

Covered Area: Sonoma County

Sub-Contractor Name & Address	Contract Amount	Tax ID Number	MBE/ WBE Yes or No	Estimated		Crafts to be used
				Start Date	End Date	

The Undersigned hereby certifies that:

1. The Equal Opportunity clauses are indicated in each of the listed subcontracts
2. Each Subcontractor or lower tier Subcontractor has been notified in writing prior to their beginning construction, of his respective obligations under the Affirmative Action Requirements, if applicable.

By: _____
Signature

General Contractor

Name and Title

Contractor's Address

CLASSIFICATION/PREVAILING WAGE SHEET

Prime Contractor and Sub Contractors: Please complete this form in its entirety by stating the name of the project, the Federal General Wage Decision number, Modification Number, and publication date found on the wage decision locked in for this project. List all trade classifications likely to be used on this project.

Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

Project Name: _____

General Decision CA # _____ Modification # _____ Publication Date: _____

Classification Title	Classification Number	Wage Rate	Fringe Benefit	Total

Contractor/Subcontractor Company Name

Phone Number

Authorized Signature

Date

FORM E

To be completed by Prime
and all Subcontractors

Davis-Bacon Apprenticeship Training Verification & Certification

The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs, including Step-Up apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those that have been registered with the DOL, Bureau of Apprenticeship and Training (BAT) or a BAT-recognized State Apprenticeship Agency (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program, usually expressed as a series of percentages tied to the amount of time spent in the program.

Probationary Apprentice: can be paid as an apprentice if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

Pre-apprentice: a trainee that is not registered in a program and who hasn’t been DOL or SAC certified for probationary apprenticeship is NOT considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.

Documentation of registration must be attached. Please provide a copy of the union dispatch letter of other approved program membership.

Name of Union
or Training
Program:

Telephone:

Address:

Fax:

City, State, Zip:

E-mail
address:

Contact Person’s Name: _____

I certify that I have read, understand, and will abide by the above requirements.

Authorized Company Official Name

Title

Signature

Date

**Apprentice(s) to be employed on
this project:**

Social Security #	Last Name	First Name	Wage Rate	% Journey Rate	Date Registered

Form F

To be completed by Prime and
Subcontractors if Certified Payroll
Reports are not consecutively numbered

Notification of No Work Performed

There may be instances where your firm has no workers on this project for an entire work week. This form may be used to communicate that fact.

(NOTE: If payrolls are numbered sequentially, this form is not necessary)

Project Name: _____

Contractor Name: _____

Payroll Number: _____

Week Ending: _____

I do hereby state that I pay or supervise the payment of employees of the above mentioned contractor and that no construction workers spent time in this project for the week identified above.

Signature

Phone Number

Date

APPENDIX D

Wage Decision 2024 - California

(Within ten (10) days before bid opening, these wage rates shall be reviewed and if the applicable rates have changed an addendum to bidders shall be issue.)

NOT FOR BIDDING

"General Decision Number: CA20240007 02/16/2024

Superseded General Decision Number: CA20230007

State: California

Construction Types: Building, Heavy (Heavy and Dredging)
and
Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn,
Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas,
Sacramento,
Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama,
Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County
only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper
dredge
work); HEAVY CONSTRUCTION PROJECTS (does not include water
well
drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are
generally
required to pay at least the applicable minimum wage rate
required under Executive Order 14026 or Executive Order
13658.

Please note that these Executive Orders apply to covered
contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but do not apply to
contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the

2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: contract.
The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract.
The contractor must pay covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	02/09/2024
4	02/16/2024

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates	Fringes
-------	---------

Asbestos Workers/Insulator
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

Area 1.....	\$ 80.91	23.82
-------------	----------	-------

Area 2.....	\$ 62.26	23.82
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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
 LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
 SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
 YOLO
 & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work,
manholes, catch basins, sewer pipes and telephone conduit
shall be paid \$1.25 per hour above the regular rate.

Work

in direct contact with raw sewage shall receive \$1.25 per
hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per
hour
above the regular rate.

(C) Gunite nozzle person shall receive \$1.25 per hour
above
the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18
Tile Layer		
Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra,
Sutter,
Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts.
The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels,
or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of and including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen,
Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra,
Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo
Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou,
Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,

Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work

when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS

SYSTEMS that transmit or receive information and/or control

systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having

floors located more than 75' above the lowest floor level

having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance,

of the following systems which utilize the transmission

and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems

Vibration sensor systems Card access systems

Access

control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO

THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and

Data Acquisition) PCM (Pulse Code Modulation)

Inventory Control Systems Digital Data Systems

Broadband and Baseband and Carriers Point of Sale

Systems VSAT Data Systems Data Communication
Systems RF and Remote Control Systems Fiber Optic
Data Systems WORK EXCLUDED Raceway systems are not
covered

(excluding Ladder-Rack for the purpose of the above
listed

systems). Chases and/or nipples (not to exceed 10 feet)
may be installed on open wiring systems. Energy
management

systems. SCADA (Supervisory Control and Data
Acquisition)

when not intrinsic to the above listed systems (in the
scope). Fire alarm systems when installed in raceways
(including wire and cable pulling) shall be performed at
the electrician wage rate, when either of the following
two

(2) conditions apply:

1. The project involves new or major remodel building
trades
construction.

2. The conductors for the fire alarm system are
installed in
conduit.

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE,
COLUSA,
EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN,
NEVADA
(West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER,
TEHAMA,
TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour
91+ miles - \$10.00 per hour

ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

ELEC0551-005 11/01/2023

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications Installer.....	\$ 46.64	25.55

Technician.....\$ 53.64 25.76

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work

when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS

SYSTEMS that transmit or receive information and/or control

systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having

floors located more than 75' above the lowest floor level

having building access); excludes energy management systems.

ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.97 19.26

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates Fringes

Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving
Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 80.76	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA
2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of
border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino &
Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border
with

Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish
grade
work regardless of equipment used, and all equipment with
a
rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment
with
a manufacturer's rating of 65 HP or less except equipment
covered by Group 1 or Group 3. The following equipment

shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscaping Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino &
Trinity

Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA
1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1

Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15

GROUP 2

Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15

GROUP 3

Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15

GROUP 4

Lifting devices.....	\$ 47.37	31.15
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GROUP 5

Lifting devices.....	\$ 44.73	31.15
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GROUP 6

Lifting devices.....	\$ 42.50	31.15
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OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1

Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15

GROUP 2

Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15

GROUP 3

Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15

GROUP 4

Cranes.....	\$ 48.00	31.15
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GROUP 5

Cranes.....	\$ 46.70	31.15
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OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 56.82	31.03
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GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power

shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and

canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling

equipment, 20 ft. and under m.r.c.; Firetender (hot plant);

Grouting machine operator; Highline cableway signalperson;

Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical

trench shield; Pavement breaker with or without
compressor
combination); Pipe cleaning machine (tractor propelled
and
supported); Post driver; Roller (except asphalt); Chip
Seal; Self-propelled automatically applied concrete
curing
mahcine (on streets, highways, airports and canals);
Self-propelled compactor (without dozer); Signalperson;
Slip-form pumps (lifting device for concrete forms); Tie
spacer; Tower mobile; Trenching machine, maximum digging
capacity up to and including 5 ft. depth; Truck- type
loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
Brakeperson; Combination mixer and compressor
(shotcrete/gunite); Compressor operator; Deckhand; Fire
tender; Forklift (under 20 ft.); Generator;
Gunite/shotcrete equipment operator; Hydraulic monitor;
Ken

seal machine (or similar); Mixermobile; Oiler; Pump
operator; Refrigeration plant; Reservoir-debris tug
(self-
propelled floating); Ross Carrier (construction site);
Rotomist operator; Self-propelled tape machine;

Shuttlecar;
Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater;
Switchperson;

Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
series or smaller, and similar (without attachments);
Mini

excavator under 25 H.P. (backhoe-trencher); Tub grinder
wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons;
Self-propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or
crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to
engineer;
Forklift, 10 tons and over; Heavy-duty
repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons;
Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under
100
tons; Self-propelled boom-type lifting device over 45
tons
to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-
type
lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-
duty
repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;

Mucking machine (rubber tired, rail or track type); Raised

bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine

operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND

UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS

NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0118-012 01/01/2024

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

IRON0118-013 01/01/2024

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO,
GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,

YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN
MATEO AND
SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE,
LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY,
NEVADA,
PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA,
TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control,
crash
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of
temporary/permanent signs, markers, delineators and crash
cushions.

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen,
heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete
Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser
and
setter; Timberman, retimberman (wood or steel or
substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates

Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs,
swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work;
Cast-in- place manhole form setter; Pressure pipelayer;
Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill;
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over

100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building)

materials)

LAB00185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72

GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
 Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,
 Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LAB00261-007 07/01/2023

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 37.54 25.55

LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs,
swinging
scaffolds, belts shall receive \$0.25 per hour above the
applicable wage rate. This shall not apply to workers
entitled to receive the wage rate set forth in Group 1-a
below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic

and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds.

All

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,
chuck tender, nipper; Guinea chaser (stake), grout crew;
High pressure nozzle, adductor; Hydraulic monitor (over
100
lbs. pressure); Loading and unloading, carrying and
hauling
of all rods and materials for use in reinforcing concrete
construction; Pittsburgh chipper and similar type brush
shredders; Sloper; Single foot, hand-held, pneumatic
tamper; All pneumatic, air, gas and electric tools not
listed in Groups 1 through 1-f; Jacking of pipe - under
12
inches

GROUP 3: Construction laborers, including bridge and
general
laborer; Dump, load spotter; Flag person; Fire watcher;
Fence erector; Guardrail erector; Gardener, horticultural
and landscape laborer; Jetting; Limber, brush loader and
piler; Pavement marker (button setter); Maintenance,
repair
track and road beds; Streetcar and railroad construction
track laborer; Temporary air and water lines, Victaulic
or
similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and
building
including but not limited to: street cleaner; cleaning
and
washing windows; brick cleaner (jobsite only); material
cleaner (jobsite only). The classification "material
cleaner" is to be utilized under the following
conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be
salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or
temporary jobsite yard.

The material cleaner classification should not be used
in
the performance of "form stripping, cleaning and oiling
and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.
SPRAY WORK: - \$0.50 additional per hour.
INDUSTRIAL PAINTING - \$0.25 additional per hour
[Work on industrial buildings used for the manufacture
and
processing of goods for sale or service; steel
construction
(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada
Mountains), GLENN, LASSEN (west of Hwy. 395, excluding
Honey
Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra
Nevada
Mountains), PLACER (west of the Sierra Nevada Mountains),
PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra
Nevada
Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA,
TRINITY,
YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 56.28	29.94

PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the
Sierra
Nevada Mountains), GLENN, LASSEN (west of Highway 395,
excluding Honey Lake), MODOC, NEVADA (west of the Sierra
Nevada
Mountains), PLACER (west of the Sierra Nevada Mountains),

PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.23	22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
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GLAZIER.....\$ 55.77 32.45

* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains);
LASSEN
COUNTY (east of Highway 395, beginning at Stacey and
including
Honey Lake); NEVADA COUNTY (east of the Sierra Nevada
Mountains); PLACER COUNTY (east of the Sierra Nevada
Mountains); AND SIERRA COUNTY (east of the Sierra Nevada
Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing
of 2
or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains);
LASSEN
COUNTY (east of Highway 395, beginning at Stacey and
including
Honey Lake); NEVADA COUNTY (east of the Sierra Nevada
Mountains); PLACER COUNTY (east of the Sierra Nevada
Mountains)
AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains);
LASSEN
COUNTY (east of Highway 395, beginning at Stacey and
including
Honey Lake); NEVADA COUNTY (east of the Sierra Nevada
Mountains); PLACER COUNTY (east of the Sierra Nevada
Mountains); AND SIERRA COUNTY (east of the Sierra Nevada
Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU,
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.
Day,
President's Day, Memorial Day, Independence Day, Labor
Day,

Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive
\$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

* PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;

YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or		

less excluding high-rise
buildings and commercial
work such as hospitals,
prisons, hotels, schools,
casinos, wastewater
treatment plants, and
research facilities as well
as refrigeration
pipefitting, service and
repair work - MARKET

RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW		
CONSTRUCTION RATE.....	\$ 82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0228-001 01/01/2024

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA,
SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 46.75	39.29

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		

Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

PLUM0442-003 01/01/2024		

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.90	36.39

PLUM0447-001 07/01/2023		

AMADOR (north of San Joaquin River), EL DORADO (excluding
Lake
Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER
(excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2023		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

SFCA0483-003 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 74.63	38.51

SFCA0669-003 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.46	27.97

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO,
SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or
without
auger); Dumpcrete truck; Skid truck (debris box); Dry
pre-batch concrete mix trucks; Dumpster or similar type;
Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner;
Industrial
lift truck (mechanical tailgate); Utility and clean-up
truck: Use appropriate rate for the power unit or the
equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack
(2-
axle unit); Nipper truck (when flat rack truck is used
appropriate flat rack shall apply); Concrete pump truck
(when flat rack truck is used appropriate flat rack shall
apply); Concrete pump machine; Fork lift and lift
jitneys;

Fuel and/or grease truck driver or fuel person; Snow
buggy;

Steam cleaning; Bus or personhaul driver; Escort or pilot
car driver; Pickup truck; Teamster oiler/greaser and/or
serviceperson; Hook tender (including loading and
unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit
mixers, through 10 yds.; Water trucks, under 7,000 gals.;
Jetting trucks, under 7,000 gals.; Single-unit flat rack
(3-axle unit); Highbed heavy duty transport; Scissor
truck;

Rubber-tired muck car (not self-loaded); Rubber-tired
truck

jumbo; Winch truck and "A" frame drivers; Combination
winch

truck with hoist; Road oil truck or bootperson;
Buggymobile; Ross, Hyster and similar straddle carriers;
Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.;
Transit

mixers, over 10 yds.; Water trucks, 7,000 gals. and over;
Jetting trucks, 7,000 gals. and over; Vacuum trucks under
7500 gals. Trucks towing tilt bed or flat bed pull
trailers; Lowbed heavy duty transport; Heavy duty
transport

tiller person; Self- propelled street sweeper with

self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"