

PUBLIC WORKS CONTRACT (Formal Bid)

Montecito Park Basketball Court, Turf and ADA Upgrades Project (32n1617, 32n1717) *qh*

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this *10* day of *February* 201*7*, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and THE DON CHAPIN COMPANY, INC. hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans and Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

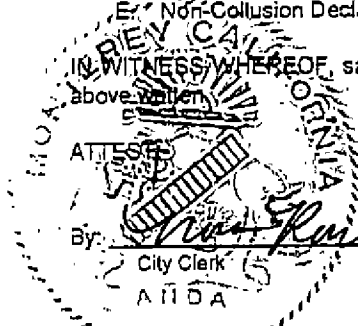
1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Montecito Park Basketball Court, Turf and ADA Upgrades Project. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated January 10, 2017, for the Total Base Bid (Items 1 - 37) in an amount not to exceed Two Hundred Ninety Seven Thousand, Fifty Five dollars and Eighty cents (\$297,055.80) plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of sixty (60) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on January 17, 2017 by Resolution 17-001 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (Labor and Materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification Concerning Labor Standards and Prevailing Wage Requirements
 - H. Federal Labor Standards (HUD 4010)

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST
By: *[Signature]*
City Clerk

CITY OF MONTEREY:
By: *[Signature]*
City Manager, or his designee

The Don Chapin Company, Inc.:
By: *[Signature]*
Donald D. Chapin Jr., President



PUBLIC WORKS CONTRACT (Formal Bid)

Montecito Park Basketball Court, Turf and ADA Upgrades Project (32n1617, 32n1717)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 20 day of JANUARY 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and THE DON CHAPIN COMPANY, INC. hereinafter referred to as the "Contractor";

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H. Federal Labor Standards (HUD 4010)

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ATTEST:

CITY OF MONTEREY:

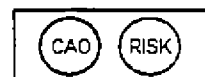
The Don Chapin Company, Inc.:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: [Signature]
Donald D. Chapin Jr., President

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MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES PROJECT (32N1617)

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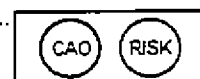
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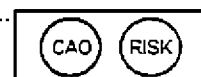
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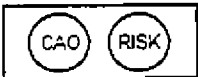
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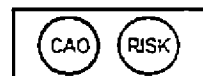
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**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., January 10, 2017, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of **MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES PROJECT** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, the demolition and construction of concrete curb, gutter, sidewalk, driveway crossing, lighted basketball court, new picnic tables and accessories, the installation of decomposed granite paving, sod placement, and an irrigation system. The work also consists of the removal and legal disposal of existing asphalt basket ball court and sod materials.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class "A" General Engineering Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

This is a federally-assisted project and Davis-Bacon requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract.

Notice of requirement for affirmative action to ensure equal employment opportunity (Executive Order 11246): This project is partially federally funded through a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD).

The City of Monterey hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE's) will be afforded full opportunity to submit bids in response to this invitation.

The City of Monterey hereby notifies all bidders that it will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

Prospective Bidders are directed to Appendix D, "Required Contract Provisions Federal-Aid Construction Contracts", for additional requirements.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit **unbound** bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.



NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 2:00 PM on December 14, 2016 at Montecito Park, on the 200 block of Montecito, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions.

PREVAILING WAGES, FEDERALLY FUNDED PROJECTS:

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. Contractor and all subcontractors shall comply with Federal Labor Standards Provisions, HUD Form 4010 (incorporated herein and attached as Appendix B hereto) and all amendments thereto.

The Federal minimum wages shall be based on the wages that the United States Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of California. Federal prevailing wage rates may be found at the following website: <http://www.wdol.gov/dba.aspx>.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

Prevailing wage rates are required to be posted at the jobsite.

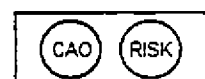
In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. **See Part III of these Specifications for additional requirements.**

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State General prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

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 (incorporated herein and attached as Appendix C hereto) and all amendments thereto. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons.



Proof of certification of Section 3 eligibility must be submitted with each bid. Bidders may complete the online form as documentation of whether or not theirs is a Section 3 Business Concern. The online form may be found at the following website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmISection3.action>.

Section 3 Numerical Goals/Targets are as follows:

1. The target for New Hires and Training Opportunities is 30% of the aggregate number of new hires,
2. The target for Construction Contracts with Section 3 Business Concerns is 10% of the total dollar amount.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This project is subject to Title 49, Code of Federal Regulations part 26.13(b) (49 CFR 26.13(b)) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs":

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

The Contractor must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the project (49 CFR 26). Contractors must meet the DBE goal shown in the Notice to Contractors or demonstrate that an adequate good faith effort was made to meet this goal. It is the contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/beep/find_certified.htm. Only DBE participation will count towards the DBE goal. DBE participation will count towards the City's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies purchased from DBEs counts towards the goal in the following manner:

1. 100% if the materials or supplies are obtained from a DBE manufacturer.
2. 60% if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

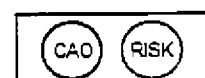
Credit toward the goal is received if a DBE trucking company performs a commercially useful function as defined in 49 CFR 26.55 is employed.

DBE Commitment Submittal

The DBE Goal for this contract is one percent (1%).

Submit DBE information on "Exhibit 15-G Construction Contract DBE Commitment" contained in Appendix A. Failure to include "Exhibit 15-G Construction Contract DBE Commitment" may result in bids being deemed non-responsive, resulting in rejection of bids.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.



Good Faith Efforts Submittal

If a contractor has not met the DBE goal, complete and submit "Exhibit 15-H DBE Information – Good Faith Efforts" showing that adequate good faith efforts were made to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If the DBE Commitment form (Exhibit 15-G) shows that the DBE goal has been met, Contractors that have submitted the lowest, second lowest or third lowest bids must also complete and submit "Exhibit 15-H DBE Information – Good Faith Efforts" within seven (7) calendar days of the bid opening to protect eligibility for award of the contract in the event the City finds that the DBE goal has not been met.

Good Faith efforts documentation must include the following information and supporting documents as necessary:

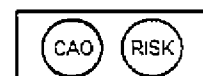
1. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication),
2. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.),
3. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms,
4. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE,
5. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs,
6. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate,
7. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.),
8. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in Part II and Appendix A, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form. Signing the Bid Proposal Cover Sheet shall constitute signature of the Certification. An online version of the form may be found at the following website:



<https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.

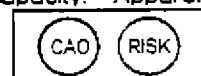
BID VALIDITY

No Bidder may withdraw their bid for a period of **ninety (90) days** from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
 - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low



bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;

- d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
 3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
 4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

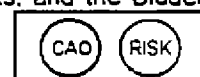
BIDDER PROTEST

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <http://monterey.org>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Project Manager Thomas Korman, Senior Engineer, by emailing engineering-admin@monterey.org. The project name must be referenced in all communication.

If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall



acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

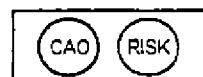
DEFINITIONS

For the purposes of this document, the following definitions shall apply:

<u>CITY:</u>	The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California.
<u>ENGINEER OR CITY ENGINEER</u>	The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
<u>BIDDER:</u>	Party submitting a bid for consideration by the City of Monterey.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The City Council of the City of Monterey.
<u>PLANS:</u>	The project plans referred to herein.
<u>SPECIAL PROVISIONS:</u>	Part IV of these Specifications.
<u>SPECIFICATIONS:</u>	This document, in its entirety.
<u>STANDARD SPECIFICATIONS:</u>	Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.
<u>STANDARD PLANS:</u>	Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
<u>ADA:</u>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
<u>CBC:</u>	California Building Codes, latest edition as adopted by the City of Monterey.
<u>IBC:</u>	International Building Codes, latest edition.



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MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES PROJECT (32N1617)

CITY OF MONTEREY

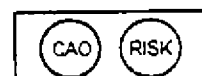
PART II: PROPOSAL

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

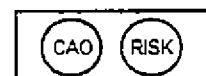
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Construction Surveying	1	LS		
4	Earthwork	180	CY		
5	Demolition and Disposal, Concrete Curb and Gutter	18	LF		
6	Demolition and Disposal, Concrete Sidewalk	1,326	SF		
7	Demolition and Disposal, Asphalt Basketball Court	370	CF		
8	Clear & Grub	3,450	SF		
9	Construct Concrete Sidewalk (City Detail No. 111 R)	2,007	SF		
10	Construct Concrete Residential Sidewalk Crossing (City Detail No. 108R)	100	SF		
11	Construct Concrete Curb & Gutter (City Detail No. 100 R)	4	LF		
12	Vertical Concrete Curb	30	LF		
13	Construct Concrete Basketball Court, 3 ½ Inch Thickness	3,008	SF		
14	Construct Concrete Basketball Court, 5 ½ Inch Thickness	2,149	SF		
15	Aggregate Base (4" thick, Class II)	5,157	SF		
16	Pavement Marking, Basketball Court (Paint)	1	LS		
17	Basketball Court Poles and Backboards	1	LS		



18	New ADA Compliant Picnic Table	2	EA		
19	New ADA Compliant Bench	4	EA		
20	New Drinking Fountain for ADA Compliance	1	LS		
21	New Barbecue Pits	2	EA		
22	Lighting Control Panel "LCP"	1	EA		
23	Light Fixture Type "XA" (Pole & Concrete Base Included)	4	EA		
24	Light Fixture Type "XB" (Pole & Concrete Base Included)	2	EA		
25	In-Grade Pull Boxes	9	EA		
26	1 ½" EMT	20	LF		
27	1 ¼" PVC Schedule 40	190	LF		
28	¾" PVC Schedule 40	380	LF		
29	Conductor - #8 AWG (THHN/THWN)	1220	LF		
30	Conductor - #10 AWG (THHN/THWN)	610	LF		
31	Electrical Conduit Excavation and Trenching	485	LF		
32	Irrigation	1	LS		
33	Tree Planting	26	EA		
34	6' Chain Link Fence	26	LF		
35	Concrete Planter Wall	44	LF		
36	Bioretention Medium and Planting	378	SF		
37	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 37) (In Words) <hr/> <hr/>					(In Figures) \$



ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
38	Soil Preparation	8,000	SF		
39	Sod	6,000	SF		
40	Header Board	395	LF		
41	Landscape Maintenance	1	LS		
42	Clear & Grub	6,000	SF		
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 38 THROUGH 42) (In Words)					(In Figures)
_____					\$

ADDITIVE ALTERNATIVE #2

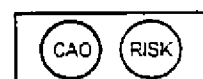
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
43	Mulch	5,900	SF		
44	Decomposed Granite Paving	7,600	SF		
45	Header Board	115	LF		
46	Clear & Grub	11,250	SF		
47	Earthwork	120	CY		
TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 43 THROUGH 47) (In Words)					(In Figures)
_____					\$

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 47) (In Words)	(In Figures)
_____	\$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 47).



BASE BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Quality Control Plan, 4) all submittals and shop drawings, 5) electrician certifications, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also included in this bid item is, maintaining the project site, regular cleanup, final cleanup, temporary fencing and staging area, if any, in accordance with the Specifications and as directed by the Engineer.

2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" in accordance with the Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Construction Surveying

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also, included in this work item is referencing all necessary control points, setting benchmarks and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

4. Earthwork

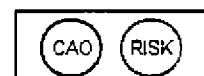
Measurement and payment for this item shall be on a cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, clearing and grubbing, excavation and embankment, and import or export of material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

5. Demolition and Disposal, Concrete Curb and Gutter

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for saw cutting, demolishing and disposing of concrete curb and gutter, including curb and gutter in front of existing curb ramps, as shown on the plans, in accordance with these specifications and as directed by the Engineer.

6. Demolition and Disposal, Concrete Sidewalk

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for saw cutting, demolishing and disposing of concrete sidewalk as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.



7. Demolition and Disposal, Asphalt Basketball Court

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing asphalt basketball court as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

8. Clear and Grub

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing turf area and irrigation heads as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

9. Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

10. Construct Concrete Residential Sidewalk Crossing (City Detail No. 108 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete residential sidewalk crossing in accordance with City standard 108 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

11. Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade; doweling into adjacent curb, and gutter; and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

12. Vertical Concrete Curb

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of concrete vertical curb, including doweling into adjacent concrete as shown on the plans. Measurement for payment on this work item shall be along the top of the new vertical curb. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

13. Construct Concrete Basketball Court, 3 ½ Inch Thickness

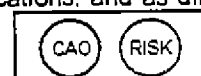
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete basketball court as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

14. Construct Concrete Basketball Court, 5 ½ Inch Thickness

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete basketball court as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

15. Aggregate Base (4" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, sidewalks, concrete basketball court, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed



by the Engineer.

16. Pavement Marking, Basketball Court (Paint)

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete pavement marking on the basketball court as shown on the plans and in accordance with these specifications and as directed by the Engineer.

17. Basketball Court Poles and Backboards

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install basketball court pole, backboard, rim, and foundation as shown on plans, and as directed by the Engineer.

18. New ADA Compliant Picnic Table

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of a new ADA compliant picnic table as shown on the plans and in accordance with these specifications and as directed by the Engineer.

19. New ADA Compliant Bench

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of new ADA compliant benches as shown on the plans and in accordance with these specifications and as directed by the Engineer.

20. New Drinking Fountain for ADA Compliance

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the resetting of the existing drinking fountain for ADA compliance and connection to adjacent sewer lateral as shown on the plans and in accordance with these specifications and as directed by the Engineer.

21. New Barbecue Pits

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the resetting the existing barbecue pits as shown on the plans and in accordance with these specifications and as directed by the Engineer.

22. Lighting Control Panel "LCP"

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the lighting control panel as shown on the plans and in accordance with these specifications and as directed by the Engineer.

23. Lighting Fixture Type XA (Pole & Concrete Base Included)

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the lighting fixture, pole and base as shown on the plans and in accordance with these specifications and as directed by the Engineer.

24. Lighting Fixture Type XB (Pole & Concrete Base Included)

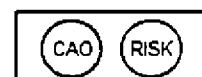
Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the lighting fixture, pole and base as shown on the plans and in accordance with these specifications and as directed by the Engineer.

25. In-Grade Pull Boxes

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the In-Grade pull boxes as shown on the plans and in accordance with these specifications and as directed by the Engineer.

26. 1 1/2" EMT

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the EMT conduit as shown on the plans and in accordance with these specifications and as directed by the Engineer.



27. 1 1/4" PVC Schedule 40

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the PVC conduit as shown on the plans and in accordance with these specifications and as directed by the Engineer.

28. 3/4" PVC Schedule 40

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the PVC conduit as shown on the plans and in accordance with these specifications and as directed by the Engineer.

29. Conductor - #8 AWG (THHN/THWN)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the Conductor- #8 as shown on the plans and in accordance with these specifications and as directed by the Engineer.

30. Conductor - #10 AWG (THHN/THWN)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the Conductor- #10 as shown on the plans and in accordance with these specifications and as directed by the Engineer.

31. Electrical Conduit Excavation and Trenching

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the trenching for electrical conduit as shown on the plans and in accordance with these specifications and as directed by the Engineer.

32. Irrigation

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for to perform irrigation, as marked on the plans and in accordance with the technical specifications.

33. Tree Planting

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of 15 gallon trees as shown on the plans and in accordance with these specifications and as directed by the Engineer.

34. Chain Link Fence

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the installation of the six foot chain link fence as shown on the plans and in accordance with these specifications and as directed by the Engineer.

35. Concrete Planter Wall

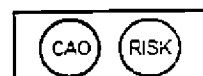
Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for concrete planter wall. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

36. Bioretention Medium and Planting

Measurement and payment for this item shall be on a square foot (SF) basis of the Mulch area. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of mulch, plantings, and 250 square feet of twenty four (24") depth biofiltration material. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

37. Record Drawings

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion, and as specified in these specifications, and as directed by the Engineer.



ADDITIVE ALTERNATIVE #1 BID ITEM DESCRIPTIONS

38. Soil Preparation

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for soil preparation, including any related earthwork. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

39. Sod

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for sod placement. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

40. Header Board

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in staking and installing wood header board as shown on the plans and in accordance with these specifications and as directed by the Engineer.

41. Landscape Maintenance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for Landscape Maintenance. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

42. Clear and Grub

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing turf area and irrigation heads as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

ADDITIVE ALTERNATIVE #2 BID ITEM DESCRIPTIONS

43. Mulch

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for mulch placement. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

44. Decomposed Granite Paving

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" decomposed granite paving. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

45. Header Board

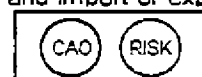
Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in staking and installing wood header board as shown on the plans and in accordance with these specifications and as directed by the Engineer.

46. Clear and Grub

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing turf area and irrigation heads as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

47. Earthwork

Measurement and payment for this item shall be on a cubic yard (CY) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, clearing and grubbing, excavation and embankment, and import or export of



material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey 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 of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid.



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

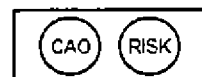
Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title



ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

1. _____
2. _____
3. _____
4. _____
5. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

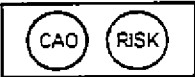
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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 this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTECITO PARK BASKETBALL COURT, TURF AND ADA UPGRADES PROJECT (32N1617)**

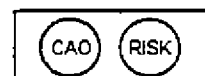
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

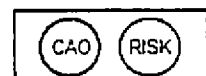
(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

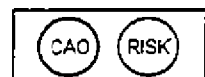
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

(Contractor Name)

By: _____
(Signature)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.	
Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): 	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <input type="checkbox"/> YES <input type="checkbox"/> NO	
2. Compliance Reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name and Title of Signer (please type)	
Signature	Date

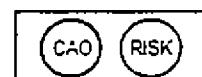


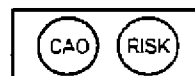
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount	
Local Agency to Complete this Section				15. TOTAL CLAIMED DBE PARTICIPATION	
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____			\$		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		
25. Local Agency Representative's Signature _____	26. Date _____	16. Preparer's Signature _____			17. Date _____
27. Local Agency Representative's Name _____	28. Phone _____	18. Preparer's Name _____			19. Phone _____
29. Local Agency Representative's Title _____		20. Preparer's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

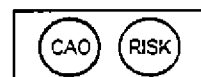
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

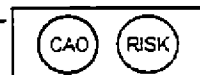
- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

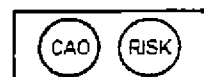


G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

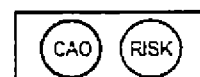


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



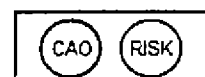
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

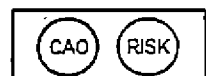
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



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PART III: GENERAL PROVISIONS
FORMAL BID (\$65,000 and over)

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

BID DOCUMENT COMPLETION

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

CONTRACT AWARD AND EXECUTION

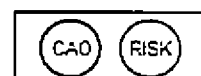
CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:

1. Award of the contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

WHEREAS, The _____, (hereinafter designated as "Obligee") and _____ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project _____ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and _____ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of _____ dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

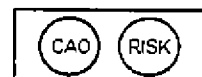
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT



PAYMENT (LABOR AND MATERIALS) BOND

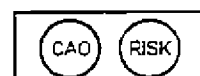
BOND NO.: _____

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, _____ as Principal (also referred to herein as "CONTRACTOR"), and _____ as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of _____ Dollars (\$ _____), 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 present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the MONTECITO PARK BASKETBALL COURT, TURF, AND ADA PROJECT (32N1617), in accordance with OWNER's Call for Bids documents and Principal's Bid Dated _____, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

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



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

_____ day of _____, 20_____.

_____ Surety	_____ Principal
By: _____	By: _____
_____ Print Name/Title	_____ Print Name/Title
_____ Address	_____ Address
(_____) _____ Telephone Number	(_____) _____ Telephone Number
_____ Email Address	_____ Email Address

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant - City of Monterey
Davis Bacon and Related Acts (DBRA)**

Project Name: _____ Project Number: _____

1. The undersigned, having executed a contract with _____
(Agency Name)

for _____ in the amount of \$ _____
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction (HUD form 4010) are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.

(a) The workers will report for duty on or about _____ (Date)

3. The undersigned certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- A Single Proprietorship
- A Partnership
- A Corporation Organized in the State
- Other - Describe: _____

Signature

Date



SCOPE OF WORK

INTENT

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

CHANGES AND EXTRA WORK

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

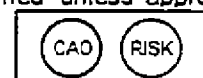
Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is



waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

ENGINEER'S AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

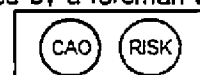
Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is



competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

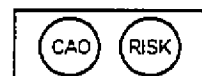
Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.



Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.



MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent of the total contract amount including adjustments or the original performance bond, whichever is greater.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

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

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

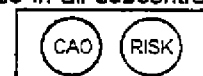
All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to



perform Work under the contract.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

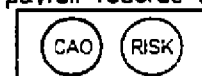
Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, 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 shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the



subcontractor.

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall 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 to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

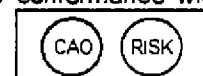
Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the



requirements in Labor Code Section 1773.8.

Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

WORKING HOURS

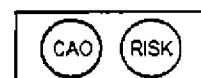
Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Engineering Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.



Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer 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 the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

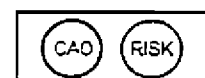
Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Monterey.



INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

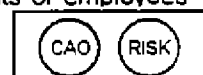
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8- 1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which



shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.

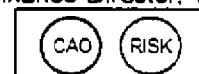
PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose



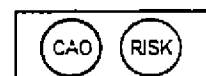
decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.



MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES (32N1617)

PART IV: SPECIAL PROVISIONS

GENERAL

In general, the work consists of, but is not limited to, the demolition and construction of concrete curb, gutter, sidewalk, driveway crossing, lighted basketball court, new picnic tables and accessories, the installation of decomposed granite paving, sod placement, and an irrigation system. The work also consists of the removal and legal disposal of existing asphalt basket ball court and sod materials.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Standard Specifications, Standard Plans,** and these **Special Provisions** and the **Plans,** the order of precedence shall be as follows:

Special Provisions shall take precedence over **Plans** and the **Plans** shall take precedence over **Standard Specifications** and **Standard Plans.** These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Public Contract Code §9550 et seq.

Please refer to Part III, Page 3, for sample bond forms.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.



TIME LIMITS

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **sixty (60) calendar days** from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space):

Cannery Row Area
Wharf Area
Waterfront Area
Foam Street
Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space):

Lighthouse Avenue
Downtown Area
All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Engineering Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

SITE INSPECTION

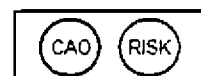
It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.



Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
 - a. Submittal date, submittal number and submittal revision number (as applicable),
 - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

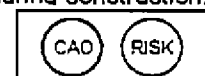
Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

CONSTRUCTION SURVEYS

Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

1. Construction stakes or marks shall be set by the Contractor as is necessary to establish the lines and grades required for the completion of the work specified in these plans and specifications.
2. It shall be the responsibility of the Contractor to ascertain that all lines and grades, as laid out according to the stakes, conform to the plans and any discrepancy shall be reported to the Engineer. The Contractor shall be responsible for any error in the finished work as it relates to construction staking.
3. The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid for by the Contractor.
4. The Contractor shall protect all other centerline monuments and property corners during construction. Any



monuments or corners which are disturbed by the contractor's activities shall be reestablished by the contractor. The Contractor shall also be responsible for recording such reestablishment.

5. Centerline monuments within the area to be paved are shown on the plans. The City shall establish reference ties to centerline monuments. Contractor shall install monument wells per City Detail No. 105AR for future installing of pipes, brass caps by City. The City will file the corner records with the County Surveyor.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

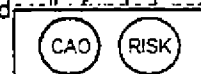
General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federal funded projects,



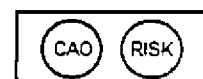
QA/QC testing must be performed by the city by a Caltrans-certified lab.

6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.
 - a. Tests and Inspections:
 - Sub-grade compaction
 - Aggregate placement and compaction
 - Forms Placement
 - Trench backfill and bedding
 - Reinforcing bar placement
 - Fill Material (if applicable)
 - Pipe placement
 - Conduit placement
 - Irrigation pipe
 - Lighting
 - Grounding
 - b. Materials and Materials Certification:
 - Aggregate Base
 - Concrete
 - Reinforcing Bar
 - Pipe Material
 - Trench backfill material
 - Lumber
 - Pavement Markers
 - Sod
 - Mulch
 - Electrical wire
 - Conduit
 - Utility box
 - Light poles
 - Light fixtures
 - c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.



The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

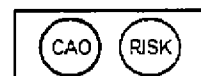
Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Engineering Division Office.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code,
13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

See Appendix D for additional regulations.



PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

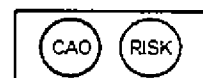
INSURANCE

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.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office 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 **\$5,000,000** 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 Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** 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** as described in Part III.



If the contractor maintains **broader coverage and/or higher limits** than the minimums shown above, the Entity 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 Entity.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity 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 Entity.**

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of 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 ISO Form CG 20 10, CG 11 85 or **both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37** forms if later revisions used).
2. 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 Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

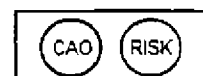
CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. 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.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. 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.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.



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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTORS

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

SPECIAL RISKS OR CIRCUMSTANCES

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

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

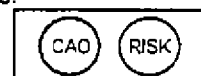
An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **One Thousand Two Hundred Dollars (\$1,200)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.



The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
3. Minimizing any hazard to the general public.
4. Proper handling of hazardous materials.
5. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
6. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

TRAFFIC CONTROL

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.



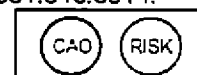
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.



6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall submit a sample door hanger of the written notice to the City for review and approval prior to distributing the notice. Notice shall include information on reducing water use and what to do if you smell natural gas or other odors.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

CONSTRUCTION PROJECT SIGNS

For Measure P Projects, the Contractor shall post temporary Measure P Project signs adjacent to the work areas, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes or barricades. Sign panels and posts or barricades, if provided by the City, shall be returned to the City in good condition.

REMOVAL OF OBSTRUCTIONS

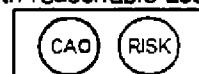
The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy



shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

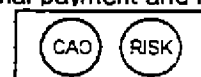
The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice



of Completion on this contract will be made.

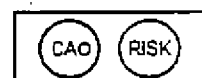
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,



- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

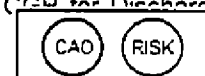
Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of



Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

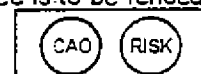
In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,
 - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all



times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.

5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dagnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.



9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
11. Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>
12. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.



MONTECITO PARK BASKET BALL COURT, TURF, AND ADA UPGRADES (32N1617)

TECHNICAL SPECIFICATIONS

SAWCUTTING

Sawcutting shall be done so as to provide a straight, neat edge. Where construction operations cause damage beyond the limits of the sawcut line, the damaged area shall also be removed and replaced to a sawcut edge, at Contractor's expense.

Sawcut slurry shall not be allowed to run down streets, gutters, or into catch basins. Sawcut slurry shall not enter the Monterey Bay National Marine Sanctuary. Collect all sawcut slurry with a wet vac, or other suitable device, as the slurry is produced, and dispose off site properly so as not to contaminate storm drains, creeks of the Monterey Bay National Marine Sanctuary.

Asphalt Pavement

Asphalt Concrete pavement shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Asphalt shall be cut to its full depth of two inches (2"), whichever is greater.

Curb and Gutter

Curb and gutter shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Curb and gutter shall be sawcut to full depth.

Sidewalk

Sidewalk shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall coincide with existing score marks or joints. Sidewalk shall be sawcut to full depth.

DEMOLITION AND DISPOSAL OF ASPHALT CONCRETE PAVEMENT

Demolition and Disposal of asphalt concrete pavement shall conform to the provisions in Section 16 "Clearing and Grubbing" and Section 19, "Earthwork", of the Standard Specifications.

Asphalt concrete areas to be removed shall be sawcut to a neat edge as noted in Sawcutting elsewhere in these specifications.

DEMOLITION AND DISPOSAL OF CONCRETE PAVEMENTS, CURBS, GUTTERS, SIDEWALKS, STORM DRAIN AND CURB RAMPS

Demolition and Disposal of Portland cement concrete pavement, curbs, gutters, sidewalks, storm drain and curb ramps shall conform to the provisions in Section 15-3, "Concrete Removal", of the Standard Specifications.

Portland cement concrete areas to be removed shall be sawcut to a neat edge as required by these Specifications.

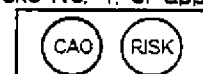
ADJUSTMENTS TO GRADE

Work shall conform to Section 15-2 "Miscellaneous Facilities" of the Standard Specifications and these specifications.

Irrigation Valve covers shall be adjusted to new grades after completion of grading or sidewalk operations as shown on the Plans. Work shall conform to the details shown on the Plans, Section 15-2, "Miscellaneous Facilities", of the Standard Specifications, and these specifications.

Water valve cover adjustments shall be performed in accordance with the requirements of the California-American Water Company. Valve covers, if replaced, shall be approved by the California-American Water Company.

Survey monument shall be re-established in its existing location and surveyed by a Professional Surveyor licensed in the State of California to confirm that it was re-established properly per California Professional Land Survey Act Section 8771. Monument covers, if replaced, shall be Phoenix Iron Works P-2001 or Brooks No. 4, or approved



equal.

EARTHWORK

All earthwork shall be done in accordance with Section 19 "Earthwork" of the Standard Specifications and these specifications. This work shall include performing all operations necessary to excavate all materials, regardless of character, and subsurface conditions from the length and cross section of the construction area necessary to perform the work shown on the plans. This shall include all operations necessary to construct embankments, including the placement of selected material in connection therewith to backfill depressions resulting from the removal of obstructions. Other operations included in this work are preparing the construction area with on site material, such as importing select material from on site for placing sidewalk paving or aggregate base and paving thereon. Grading, moisture conditioning, and compaction are all elements of such preparation.

The provisions in Item 2 of Section 19-5.03B, "Relative Compaction (95 Percent)", of the Standard Specifications are amended as follows: the obtaining of relative compaction of at least 95 percent for at least a depth of 2.5 feet below the finished grade is amended to at least a depth of six (6) inches below the finished grade.

This item includes import and export of material required to perform the earthwork required for this project.

All excess materials resulting from earthwork shall be removed from the site and disposed of or recycled in a legal manner acceptable to the City.

No blasting will be allowed unless approved by the Engineer in writing.

CLASS 2 AGGREGATE BASE

Aggregate base shall be Class 2 Aggregate Base, ¾ inch maximum aggregate size, furnished and placed in accordance with Section 26, "Aggregate Bases," of the Standard Specifications, unless otherwise noted on the plans or specifications.

CONCRETE CURBS, GUTTERS, AND SIDEWALKS

Concrete curbs, gutters, sidewalk shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, plans, and these specifications.

Concrete curbs, gutters, sidewalk, shall be dowelled in accordance with the plans and specifications. All expansion and cold (construction) joints shall be dowelled. Sidewalk which adjoins curb and gutter, if not poured monolithically, shall be doweled into the back of curb.

The Contractor shall notify the Engineer when the concrete forms are in place, and shall allow for the Engineer to inspect the forms prior to placing concrete. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The cost of such mitigation shall be done by the Contractor. The Engineer may direct minor adjustments to the forms, at no cost to the City. Contractor to hire a licensed surveyor to certify that the ramps have been built per plan.

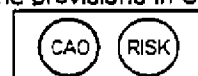
New vertical curb, curb and gutter, sidewalk, and sidewalk crossing shall be doweled into existing vertical curb, curb and gutter, sidewalk, and sidewalk crossing. Dowels shall be #4 rebar, plastic, or zinc coated to prevent rust and twelve (12) inches in length, six (6) inches into existing. A minimum of three (3) dowels shall be used to connect new and existing curb and gutters. Dowels shall be spaced at a minimum of 18" on center at sidewalks with a minimum of two (2) per location and at a minimum of twelve (12) inches on center for sidewalk to curb locations.

REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

DOWEL BARS

Dowel bars shall be Grade 40 or 60 plain, round, smooth steel as shown on the plans and the provisions in Section



52. Dowel bars shall be placed as shown on the plans.

Dowel bars shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete. Dowel bars shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white-pigmented curing compound shall be used to coat the dowel bars completely prior to placement. Oil and asphalt based bond breakers shall not be used. Paraffin based lubricant shall be Dayton Superior DSC BB Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in 2 separate applications, the last application not more than 8 hours prior to placement of the dowel bars. Each application of curing compound shall be applied at the approximate rate of one gallon per 15 square yards.

CONCRETE BASKETBALL COURT

Concrete Basketball court paving shall conform to the provisions in Section 40, "Concrete Pavement," of the Standard Specifications, plans, and these specifications.

Concrete court paving, shall be dowelled in accordance with the plans and specifications. All expansion, and cold (construction) joints shall be dowelled

The Contractor shall notify the Engineer when the concrete forms are in place, and shall allow for the Engineer to inspect the forms prior to placing concrete. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The cost of such mitigation shall be done by the Contractor. The Engineer may direct minor adjustments to the forms, at no cost to the City.

CONCRETE STRUCTURES

All concrete structures shall conform to Section 51-7 "Minor Structures", Section 52 "Reinforcement", of the Standard Specifications and these specifications.

All tree wells shall be cast in place, forms strong enough to prevent deflection, and have a Class 1 Surface Finish per section "51-1.03F(3)

PAINTED BASKETBALL COURT STRIPING

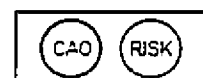
All work and materials under this section shall conform to Section 84, "Traffic Stripes and Pavement Markings", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer.

All stripes installed on Portland cement concrete pavement or curbs shall be paint. The concrete shall cure for a minimum of 30 days before installation of striping

The first application of permanent paint striping shall be placed within 3 to 5 days after the 30-day curing of concrete surfacing. 25 to 30 calendar days curing time. The 30-day curing time will not be counted as days for the striping item of work. Liquidated damages due to striping starts on the 6th day.

Surfaces which are to receive stripes shall be dry and shall be cleaned of all dirt and loose material.

Paint shall be acetone based paint per Section 84-3 "Painted Traffic Stripes and Pavement Markings" of the Caltrans Specifications. Paint used shall conform to the requirements as specified below.



GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 Description of Work:

- A. All work and materials under this section shall conform to Section 86, "Electrical Systems", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer
- B. The work of this Section consists of providing all required labor, supervision, materials and equipment to satisfactorily complete all electrical installations that are shown on the Drawings, included in these specifications, or otherwise needed for a complete and fully operating facility.
- C. Furnish and install all required in-place equipment, conduits, conductors, cables and any miscellaneous materials for the satisfactory interconnection and operation of all associated electrical systems.

1.02 Related Work:

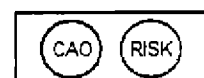
- A. This Section provides the basic Electrical Requirements which supplement the General Requirements of Division 1 and apply to all Sections of Division 16.

1.03 Submittals:

- A. As specified in Division 1. Submit to the Architect shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system specified. Information to be submitted includes manufacturer's descriptive literature of cataloged products, equipment, drawings, diagrams, performance and characteristic curves as applicable, test data and catalog cuts. Obtain written approval before procurement, fabrication, or delivery of the items to the job site. Partial submittals are not acceptable and will be returned without review. Furnish manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference, applicable Federal, Industry and Technical Society Publication References, and years of satisfactory service of each item required to establish contract compliance. Photographs of existing installations and data submitted in lieu of catalog data are not acceptable and will be returned without approval.
- B. Organize submittals for equipment and items related to each specification section together as a package.
- C. Proposed substitutions of products will not be reviewed or approved prior to awarding of the Contract.
- D. Substitutions shall be proven to the Architect or Engineer to be equal or superior to the specified product. Architect's decision is final. The Contractor shall pay all costs incurred by the Architect and Engineer in reviewing and processing any proposed substitutions whether or not a proposed substitution is accepted.
- E. If a proposed substitution is rejected, the contractor shall furnish the specified product at no increase in contract price.
- F. If a proposed substitution is accepted, the contractor shall be completely responsible for all dimensional changes, electrical changes, or changes to other work which are a result of the substitution. The accepted substitution shall be made at no additional cost to the owner or design consultants.

1.04 Quality Assurance:

- A. Codes: All electrical equipment and materials, including installation and testing, shall conform to the latest editions following applicable codes:
 - 1. California Electrical Code (CEC).
 - 2. Occupational Safety and Health Act (OSHA) standards.
 - 3. All applicable local codes, rules and regulations.



4. Electrical Contractor shall possess a C-10 license and all other licenses as may be required. Licenses shall be in effect at start of this contract and be maintained throughout the duration of this contract.
- B. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply.
- C. Standards: Equipment shall conform to applicable standards of American National Standards Institute (ANSI), Electronics Industries Association (EIA), Institute of Electrical and Electronics Engineers (IEEE), and National Electrical Manufacturers Association (NEMA).
- D. Underwriter Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Provide service entrance labels for all equipment required by the NEC to have such labels.
- E. The electrical contractor shall guarantee all work and materials installed under this contract for a period of one (1) year from date of acceptance by owner.
- F. All work and materials covered by this specification shall be subject to inspection at any and all times by representatives of the owner. Work shall not be closed in or covered before inspection and approval by the owner or his representative. Any material found not conforming with these specifications shall, within 3 days after being notified by the owner, be removed from premises; if said material has been installed, entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the contractor.

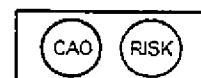
1.05 Contract Documents:

A. Drawings and Specifications:

1. In the case of conflict between the drawings and specifications, the specifications shall take precedence.
2. Drawings and specifications are intended to comply with all law, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinance, rules and regulations shall be considered as a part of said Contract Documents within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinance, rules and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules and regulations and if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said work and/or (2) disregarded the Architect's instructions regarding said work.

B. Drawings: The Electrical Drawings shall govern the general layout of the completed construction.

1. Locations of equipment, panels, pullboxes, conduits, stub-ups, ground connections are approximate unless dimensioned; verify locations with the Architect prior to installation.
2. Review the Drawings and Specification Divisions of other trades and perform the electrical work that will be required for those installations.
3. Should there be a need to deviate from the Electrical Drawings and Specifications, submit written details and reasons for all changes to the Architect for approval.
4. The general arrangement and location of existing conduits, piping, apparatus, etc., is approximate. The drawings and specifications are for the assistance and guidance of the contractor, exact locations, distances and elevations are governed by actual field conditions. Accuracy of data given herein and on the drawings is not guaranteed. Minor changes may be necessary to accommodate work. The contractor is responsible for verifying existing conditions. Should it be necessary to deviate from the design due to interference with existing conditions or work in progress, claims for



additional compensation shall be limited to those for work required by unforeseen conditions as determined by the Architect.

5. All drawings and divisions of these specifications shall be considered as whole. The contractor shall report any apparent discrepancies to the Architect prior to submitting bids.
6. The contractor shall be held responsible to have examined the site and compared it with the specifications and plans and to have satisfied himself as to the conditions under which the work is to be performed. He shall be held responsible for knowledge of all existing conditions whether or not accurately described. No subsequent allowance shall be made for any extra expense due to failure to make such examination.

1.06 Closeout Submittals:

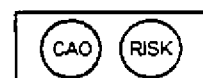
- A. Manuals: Furnish manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 1.

1.07 Coordination:

- A. Coordinate the electrical work with the other trades, code authorities, utilities and the Architect.
- B. Provide and install all trenching, backfilling, conduit, pull boxes, splice boxes, etc. for all Utility Company services to the locations indicated on the Drawings. All materials and construction shall be in accordance with the requirements for all the Utility Companies. Prior to performing any work, the Electrical Contractor shall coordinate with the various Utility Companies and obtain utility company engineering drawings. Verify that all such work and materials shown on the Drawings are of sufficient sizes and correctly located to provide services on the site. The Electrical Contractor shall verify with all the Utility Companies that additional contractor furnished and installed work is not required. If additional work, materials, or changes are required by any of the Utility Companies, the Electrical Contractor shall advise the Architect of such changes and no further work shall then be performed until instructed to do so by the Architect. The Electrical Contractor shall coordinate with the various Utility Companies to schedule inspections and to obtain service connections.
- C. The Electrical Contractor shall schedule all utility work necessary for utility inspections, connections, cable installation, etc. for the new electrical service to meet the construction schedule.
- D. Utility Company charges shall be paid by the Owner.
- E. Contractor shall pay all inspection and other applicable fees and procure all permits necessary for the completion of this work.
- F. Where connections must be made to existing installations, properly schedule all the required work, including the power shutdown periods.
- G. When two trades join together in an area, make certain that no electrical work is omitted.

1.08 Job Conditions:

- A. Operations: Perform all work in compliance with Division 1.
 1. Keep the number and duration of power shutdown periods to a minimum.
 2. Show all proposed shutdowns and their expected duration on the construction schedule. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities.
 3. Carry out shutdown only after the schedule has been approved, in writing, by the owner. Submit power interruption schedule 15 days prior to date of interruption.



- B. Construction Power: Unless otherwise noted in Division 1 of these specifications, contractor shall make all arrangements and provide all necessary facilities for temporary construction power from the owner's on site source. Energy costs shall be paid for by the Owner.
- C. Storage: Provide adequate storage for all equipment and materials which will become part of the completed facility so that it is protected from weather, dust, water, or construction operations.

1.09 Damaged Products:

- A. Notify the Architect in writing in the event that any equipment or material is damaged. Obtain approval from the Architect before making repairs to damaged products.

1.10 Locations:

- A. General: Use equipment, materials and wiring methods suitable for the types of locations in which they are located.
- B. Dry Locations: All those indoor areas which do not fall within the definition below for Wet Locations and which are not otherwise designated on the Drawings.
- C. Wet Locations: All locations exposed to the weather, whether under a roof or not, unless otherwise designated on the Drawings.

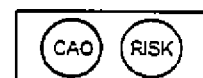
1.11 Safety and Indemnity:

- A. The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.
- B. No act, service, drawing review or construction review by the Owner, the Engineer or their Consultants is intended to include reviews of the adequacy of the Contractors safety measures in or near the construction site.
- C. The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.
- D. If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.

PART 2 - PRODUCTS

2.01 Standard of Quality:

- A. Products that are specified by manufacturer, trade name or catalog number establish a standard of quality and do not prohibit the use of equal products of other manufacturers provided they are established to be equal to the specified product and approved by the Architect prior to installation.



- B. **Material and Equipment:** Provide materials and equipment that are new and are current products of manufacturers regularly engaged in the production of such products. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year period includes use of equipment and materials of similar size under similar circumstances. For uniformity, only one manufacturer will be accepted for each type of product.
- C. **Service Support:** Submit a certified list of qualified permanent service organizations including their addresses and qualification for support of the equipment. These service organizations shall be convenient to the equipment installation and able to render service to the equipment on a regular and emergency basis during the warranty period of the contract.
- D. **Manufacturer's Recommendations:** Where installation procedures are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendation shall be cause for rejection of the equipment or material.

2.02 Nameplates:

- A. For each piece of electrical equipment, provide a manufacturer's nameplate showing his name, location, the pertinent ratings, the model designation, and shop order number.
- B. Identify each piece of equipment and related controls with a rigid laminated engraved plastic nameplate. Unless otherwise noted, nameplates shall be melamine plastic 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 0.5 by 2.5 inches unless otherwise noted. Where not otherwise specified, lettering shall be a minimum of 0.25 inch high normal block style. Engrave nameplates with the inscriptions indicated on the Drawings and, if not so indicated, with the equipment name. Securely fasten nameplates in place using two stainless steel or brass screws.

2.03 Fasteners:

- A. Fasteners for securing equipment to walls, floors and the like shall be either hot-dip galvanized after fabrication or stainless steel.

2.04 Finish requirements:

- A. **Equipment:** Refer to each electrical equipment section of these Specifications for painting requirements of equipment enclosures. Repair any final paint finish which has been damaged or is otherwise unsatisfactory, to the satisfaction of the Architect.
- B. **Wiring System:** In finished areas, paint all exposed conduits, boxes and fittings to match the color of the surface to which they are affixed.

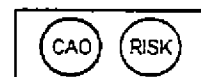
PART 3 - EXECUTION

3.01 Workmanship:

- A. Ensure that all equipment and materials fit properly in their installation.
- B. Perform any required work to correct improperly fit installation at no additional expense to the owner.
- C. All electrical equipment and materials shall be installed in a neat and workmanship manner in accordance with the "NECA-1 Standard Practices for Good Workmanship in Electrical Contracting". Workmanship of the entire job shall be first class in every respect.

3.02 Equipment Installations:

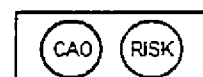
- A. Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.



- B. Do all the cutting and patching necessary for the proper installation of work and repair any damage done.
- C. Earthquake restraints: all electrical equipment, including conduits over 2 inches in diameter, shall be braced or anchored to resist a horizontal force acting in any direction as per Title 24, part 2, table 16a-o, part 3.
- D. Structural work: All core drilling, bolt anchor insertion, or cutting of existing structural concrete shall be approved by a California registered structural consulting engineer prior to the execution of any construction. At all floor slabs and structural concrete walls to be drilled, cut or bolt anchors inserted, the contractor shall find and mark all reinforcing in both faces located by means of x-ray, pach-ometer, or prof-ometer. Submit sketch showing location of rebar and proposed cuts, cores, or bolt anchor locations for approval.

3.03 Field Test:

- A. Test shall be in accordance with Acceptance testing specifications issued by the National Electrical Testing Association (NETA).
- B. Perform equipment field tests and adjustments. Properly calibrate, adjust and operationally check all circuits and components, and demonstrate as ready for service. Make additional calibration and adjustments if it is determined later that the initial adjustments are not satisfactory for proper performance. Perform equipment field test for equipment where equipment field tests are specified in the equipment Specifications. Give sufficient notice to the Architect prior to any test so that the tests may be witnessed.
- C. Provide instruments, other equipment and material required for the tests. These shall be of the type designed for the type of tests to be performed. Test instrument shall be calibrated by a recognized testing laboratory within three months prior to performing tests.
- D. Operational Tests: Operationally test all circuits to demonstrate that the circuits and equipment have been properly installed and adjusted and are ready for full-time service. Demonstrate the proper functioning of circuits in all modes of operation, including alarm conditions.
- E. Re-testing will be required for all unsatisfactory tests after the equipment or system has been repaired. Re-test all related equipment and systems if required by the Architect. Repair and re-test equipment and systems which have been satisfactorily tested but later fail, until satisfactory performance is obtained.
- F. Maintain records of each test and submit five copies to the Architect when testing is complete. All tests shall be witnessed by the Architect. These records shall include:
 - 1. Name of equipment tested.
 - 2. Date of report.
 - 3. Date of test.
 - 4. Description of test setup.
 - 5. Identification and rating of test equipment.
 - 6. Test results and data.
 - 7. Name of person performing test.
 - 8. Owner or Architect's initials.
- G. Items requiring testing shall be as noted in the additional electrical sections of these specifications.



3.04 Cleaning Equipment:

- A. Thoroughly clean all soiled surfaces of installed equipment and materials.

3.05 Painting of Equipment:

- A. Factory Applied: Electrical equipment shall have factory applied painting system which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical section.
- B. Field Applied: Paint electrical equipment as required to match finish of adjacent surfaces.

3.06 Records:

- A. Maintain one copy of the contract Drawing Sheets on the site of the work for recording the "record drawings" condition. After completion of the work, the Contractor shall carefully mark the work as actually constructed, revising, deleting and adding to the Drawing Sheets as required. The following requirements shall be complied with:
 - 1. Cable Size and Type: Provide the size and type of each cable installed on project.
 - 2. Substructure: Where the location of all underground conduits, pull boxes, stub ups and etc. where are found to different than shown, carefully mark the correct location on the Drawings. Work shall be dimensioned from existing improvements.
 - 3. Size of all conduit runs.
 - 4. Routes of concealed conduit runs and conduit runs below grade.
 - 5. Homerun points of all branch circuit.
 - 6. Location of all switchgear, panels, MCC, lighting control panels, pulcans, etc.
 - 7. Changes made as a result of all approved change orders, addendums, or field authorized revisions.
 - 8. Record Drawings: At the completion of the Work the Contractor shall review, certify, correct and turn over the marked up Drawings to the Architect for his use in preparing "as built" plans.
 - 9. Record Drawings shall be delivered to the Architect within ten (10) days of completion of construction.

3.07 Clean Up:

- A. Upon completion of electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean, and acceptable to the Architect.

.END OF SECTION



GROUNDING

PART 1 GENERAL

- 1.01 Section Includes:
A. Conduits, wires, ground rods and other materials for the electrical grounding system.
- 1.02 Related Sections:
A. Section 16000- Electrical General Requirements.

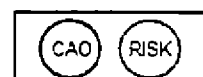
PART 2 PRODUCTS

- 2.01 Ground Rod:
A. "Copperweld" ground rod conforming to or exceeding requirements of U.L. Specification No. 467 (ANSI C-33.8). Rod shall be 3/4" diameter and 10' in length, unless otherwise noted on the Drawings.
- 2.02 Below Grade Connections:
A. Compression fittings, Thomas & Betts, Series 52000, 53000 or 54000 or approved equal.
- 2.03 Hardware:
A. Bolts, nuts and washers shall be bronze, cadmium plated steel or other non-corrosive materials, approved for the purpose.
- 2.04 Waterproof Sealant:
A. Use Keamey "Aqua Seal" mastic sealant on all below grade clamp or compression type connections.

PART 3 EXECUTION

- 3.01 Grounding and Bonding:
A. Grounding and bonding shall be as required by codes and local authorities.
B. All electrical equipment shall be grounded, including, but not limited to, panel boards, terminal cabinets and outlet boxes.
C. The ground pole of receptacles shall be connected to their outlet boxes by means of a copper ground wire connecting to a screw in the back of the box.
D. A green insulated copper ground wire, sized to comply with codes, shall be installed in all conduit runs.
E. All metal parts of pull boxes shall be grounded per code requirements.
F. All ground conductors shall be green insulated copper.
G. The ground system electrodes shall be tested for resistance before the equipment ground conductors are connected. Maximum ground system resistance shall be 25 ohms. Install up to two additional ground rods to meet the 25 ohm requirement. Multiple ground rods shall not be less than 10 feet apart.
H. Grounding of the panels and buildings shall be completed as indicated on the Drawings.

END OF SECTION



CONDUITS, RACEWAYS AND FITTINGS

PART 1 - GENERAL

1.01 Description of Work:

- A. The work of this section consists of furnishing and installing conduits, raceways and fittings as shown on the Drawings and as described herein.

1.02 Related Work:

- A. See the following specification sections for work related to the work in this section:
 - 1. 16112 Underground Ducts
 - 2. 16113 In Grade Pull Boxes
 - 3. 16120 Line Voltage Wire and Cable
 - 4. 16130 Junction and Pull Boxes

PART 2 - PRODUCTS

2.01 Conduits, Raceways:

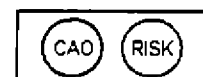
- A. Electrical Metallic Tubing (EMT) shall be hot-dip galvanized after fabrication. Couplings shall be compression or set-screw type.
- B. Flexible Conduit: Flexible metal conduit shall be galvanized steel.
- C. Galvanized Rigid Steel Conduit (GRS) shall be hot-dip galvanized after fabrication. Couplings shall be threaded type.
- D. Rigid Non-metallic Conduit: Rigid non-metallic conduit shall be PVC Schedule 40 (PVC-40 or NEMA Type EPC-40) conduit approved for underground use and for use with 90° C wires.

2.02 Conduit Supports:

- A. Supports for individual conduits shall be galvanized malleable iron one-hole type with conduit back spacer.
- B. Supports for multiple conduits shall be hot-dipped galvanized Unistrut or Superstrut channels, or approved equal. All associated hardware shall be hot-dip galvanized.
- C. Supports for EMT conduits shall be galvanized pressed steel single hole straps.
- D. Clamp fasteners shall be by wedge anchors. Shot in anchors shall not be allowed.

2.03 Fittings:

- A. Provide threaded-type couplings and connectors for rigid steel conduits; provide steel compression (watertight), or steel set-screw type for EMT, (die-cast zinc or malleable iron type fittings are not allowed). Provide threaded couplings and Meyers hubs for rigid steel conduit exposed to weather.
- B. Fittings for flexible conduit shall be Appleton, Chicago, IL, Type ST, O-Z Gedney Series 4Q by General Signal Corp., Terryville, CT, T & B 5300 series, or approved equal.

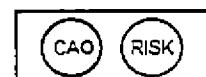


- C. Fittings for use with rigid steel shall be galvanized steel or galvanized cast ferrous metal; access fittings shall have gasketed cast covers and be Crouse Hinds Condulets, Syracuse, NY, Appleton Unilets, Chicago, IL, or approved equal. Provide threaded-type couplings and connectors; set-screw type and compression-type are not acceptable.
- D. Fittings for use with rigid non-metallic conduit shall be PVC and have solvent-weld-type conduit connections.
- E. Union couplings for conduits shall be the Erickson type and shall be Appleton, Chicago, IL, Type EC, O-Z Gedney 3-piece Series 4 by General Signal Corp., Terryville, CT, or approved equal. Threadless coupling shall not be used.
- F. Bushings:
 - 1. Bushings shall be the insulated type.
 - 2. Bushings for rigid steel shall be insulated grounding type, O-Z Gedney Type HBLG, Appleton Type GIB, or approved equal.
- G. Conduit Sealants:
 - 1. Fire Retardant Types: Fire stop material shall be reusable, non-toxic, asbestos-free, expanding, putty type material with a 3-hour rating in accordance with UL Classification 35L4 or as specified on the Drawings.

PART 3 - EXECUTION

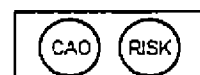
3.01 Conduit, Raceway and Fitting Installation:

- A. For conduit runs exposed to weather provide rigid metal (GRS).
- B. For conduit run underground, in concrete or masonry block wall and under concrete slabs, install minimum 3/4" size nonmetallic (PVC) with PVC elbows. Where conduits transition from underground or under slab to above grade install wrapped rigid metal (GRS) elbows and risers.
- C. For conduit runs concealed in steel or wood framed walls or in ceiling spaces or exposed in interior spaces above six feet over the finished floor, install EMT.
- D. Flexible metal conduit shall be used only for the connection of recessed lighting fixtures and motor connections unless otherwise noted on the Drawings. Liquid-tight steel flexible conduit shall be used for motor connections.
- E. The minimum size raceway shall be 1/2-inch unless indicated otherwise on the Drawings.
- F. Installation shall comply with the CEC.
- G. From pull point to pull point, the sum of the angles of all of the bends and offset shall not exceed 360 degrees.
- H. Conduit Supports: Properly support all conduits as required by the NEC. Run all conduits concealed except where otherwise shown on the drawings.
 - 1. Exposed Conduits: Support exposed conduits within three feet of any equipment or device and at intervals not exceeding NEC requirements; wherever possible, group conduits together and support on common supports. Support exposed conduits fastened to the surface of the concrete structure by one-hole clamps, or with channels. Use conduit spacers with one-hole clamps.



- a. Conduits attached to walls or columns shall be as unobtrusive as possible and shall avoid windows. Run all exposed conduits parallel or at right angles to building lines.
 - b. Group exposed conduits together. Arrange such conduits uniformly and neatly.
2. Support all conduits within three feet of any junction box, coupling, bend or fixture.
 3. Support conduit risers in shafts with Unistrut Superstrut, or approved equal, channels and straps.
- I. Moisture Seals: Provide in accordance with NEC paragraphs 230-8 and 300-5(g).
 - J. Where PVC conduit transitions from underground to above grade, provide rigid steel 90's with risers. Rigid steel shall be half-lap wrapped with 20 mil tape and extend minimum 12" above grade.
 - K. Provide a nylon pull cord in each empty raceway.
 - L. Provide galvanized rigid steel factory fittings for galvanized rigid steel conduit.
 - M. Slope all underground raceways to provide drainage; for example, slope conduit from equipment located inside a building to the pull box or manhole located outside the building.
 - N. Conduits shall be blown out and swabbed prior to pulling wires, or installation of pull cord in empty conduits.

END OF SECTION



UNDERGROUND DUCTS

PART 1 - GENERAL

1.01 Description of Work:

A. The work of this section consists of furnishing and installing raceways, raceway spacers with necessary excavation.

1.02 Related Work:

A. See the following specification sections for work related to the work of this section.

1. Excavation and Backfill
2. 16110 Conduit Raceway and Fittings

1.03 Standards and Codes:

A. Work and material shall be in compliance with and according to the requirements of the latest revision of the following standards and codes.

1. National Electrical Code (NEC) (Latest Revision)
2. California Electrical Code (CEC).
3. Underground Installations CEC - Article 300.5
4. Rigid NonMetallic Conduit CEC - Article 347

PART 2 - PRODUCTS

2.01 Raceways:

A. As specified in Section 16110 Conduits, Raceways and Fittings.

PART 3 - EXECUTION

3.01 Excavation:

A. As specified in Excavation and Backfill and as required for the work shown on the Drawings.

3.02 Install raceways as indicated on drawings.

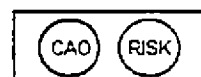
3.03 Sand Encasement:

A. As specified in Section 02200 - Excavation and Backfill.

3.04 Backfill:

A. As specified in Section 02200 - Excavation and Backfill.

END OF SECTION



IN GRADE PULL BOXES

PART 1 - GENERAL

1.01 Description of Work:

- A. The work of this section consists of providing all labor, supervision, tools, materials, and performing all work necessary to furnish and install pre-cast concrete vaults, and pull boxes with necessary excavation.

1.02 Related Work:

- A. See the following specification sections for work related to the work of this section.

1. 02200 Excavation and Backfill.
2. 16112 Underground Ducts.

1.03 Submittals:

- A. As specified in Section 16000.

1. Catalog Data: Provide manufacturer's descriptive literature - Pre-cast Vaults, Pull Boxes and Accessories.

PART 2 - PRODUCTS

2.01. Materials and Equipment:

A. General Requirements:

1. Pull boxes for electrical power, controls and other communication circuits shall consist of pre-cast reinforced concrete boxes, extensions' bases, and covers as specified herein and as indicated on the Drawings. Pre-cast units shall be the product of a manufacturer regularly engaged in the manufacture of pre-cast vaults and pull boxes. Acceptable manufacturers are Christy, Utility Vault, Brooks, Associated Concrete or equal.

B. Construction:

1. Pre-cast concrete vaults and pull boxes for electrical power distribution and communication circuits with associated risers and tops shall conform to ASTM C478 and ACI 318. Pull boxes shall be the type noted on the Drawings and shall be constructed in accordance with the applicable details as shown. Tops and walls shall consist of reinforced concrete. Walls and bottom shall be of monolithic concrete construction. Duct entrances and windows shall be located near the corners of structures to facilitate cable racking.

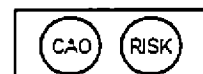
C. Covers:

1. The word "ELECTRICAL" shall be cast in the top face of all electrical cable boxes. The word "Signal" or "Fire Alarm" shall be cast in the top of the boxes utilized for these systems.

PART 3 - EXECUTION

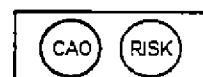
3.01 Installation:

- A. Install pull boxes where required to limit bends in conduit runs to not more than 360 degrees or where pulling tension achieved would exceed the maximum allowable for the cable to be installed. Note that these boxes are not shown on the Drawings.



- B. Pre-cast pull boxes shall be installed approximately where indicated on the Drawings. The exact location of each pull box shall be determined after careful consideration has been given to the location of other utilities, grading, and paving. All cable boxes and secondary pull boxes shall be installed with a minimum of 6-inch thick crushed rock or sand bedding.
- C. Paved areas - Vaults and pull boxes located in areas to be paved shall be installed such that the top of the cover shall be flush with the finished surface of the paving.
- D. Unpaved Areas - In unpaved areas, the top of vaults and pull box covers shall be approximately 2 inches above finished grade.
- E. Joint Seals - Section joints of pre-cast vaults and pull boxes shall be sealed with compound as recommended by the manufacturer.
- F. Trenching, Backfilling, and Compaction - Trenching, backfilling and compaction shall be as specified in Excavation and Backfill.

END OF SECTION



LINE VOLTAGE WIRE AND CABLE

PART 1 - GENERAL

1.01 Description of Work:

- A. The work of this Section consists of providing all wire and cable rated 600 volts or less, including splices and terminations, as shown on the Drawings and as described herein.

1.02 Related Work:

- A. See the following Specification Section for work related to the work in this Section:
 - 1. 16110 Conduits, Raceways and Fittings.
 - 2. 16130 Junction and Pull Boxes.

1.03 Quality Assurance

- A. Field tests shall be performed as specified in paragraph 3.04 of this Section.

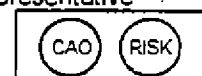
PART 2 – PRODUCTS

2.01 Conductors:

- A. Conductors shall be copper, type THHN/THWN/MTW oil and gasoline resistant, 600 volt rated insulation.
- B. Conductors shall be stranded copper.
- C. Minimum power and control wire size shall be No. 12 AWG unless otherwise noted.
- D. All conductors used on this Project shall be of the same type and conductor material.

2.02 Cables:

- A. All individual conductors shall be copper with type THHN/THWN, 600 volt rated insulation.
- B. Conductors shall be copper type THHN/THWN/MTW oil and gasoline resistant, 600 volt rated insulation.
 - 1. Conductors shall be stranded copper No.8 AWG and above.
 - 2. Minimum power and control wire shall be No.12 AWG unless otherwise noted.
 - 3. All conductors used on this project shall be of the same type and conductor material.
 - 4. Light weight aluminum interlocked armor.
 - 5. Integral green insulated grounding conductor.]
- C. Insulation Marking - All insulated conductors shall be identified with printing colored to contrast with the insulation color.
- D. Color Coding - As specified in paragraph 3.03.
- E. Special Wiring - Where special wiring is proposed by an equipment manufacturer, submit the special wiring requirements to the Owner's Representative and, if approved, provide same. Special wire shall be the type required by the equipment manufacturer.
- F. Other Wiring - Wire or cable not specifically shown on the Drawings or specified, but required, shall be of the type and size required for the application and as approved by the Owner's Representative



- G. Manufacturer - Acceptable manufacturers including Cablec, Southwire, or equal.

2.03 Terminations:

- A. Manufacturer - Terminals as manufactured by T&B, Burndy or equal.
- B. Wire Terminations – Stranded conductors shall be terminated in clamping type terminations which serve to contain all the strands of the conductor. Curling of a stranded conductor around a screw type terminal is not allowed. For screw type terminations, use a fork type stake-on termination on the stranded conductor. Use only a stake-on tool approved for the fork terminals selected.
- C. End Seals - Heat shrink plastic caps of proper size for the wire on which used.

2.04 Tape:

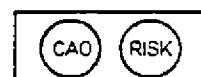
- A. Tape used for terminations and cable marking shall be compatible with the insulation and jacket of the cable and shall be of plastic material.

PART 3 - EXECUTION

a. Cable Installation:

- A. Clean Raceways - Clean all raceways prior to installation of cables as specified in Section 16110 Conduits Raceway and Fittings.
- B. All line voltage wiring shall be installed in conduit.
- C. All feeder conductors shall be continuous from equipment to equipment. Splices in feeders are not permitted unless specifically noted or approved by the Electrical Engineer.
- D. All branch circuit wiring shall be run concealed in ceiling spaces, walls, below floors or in crawl spaces unless noted otherwise.
- E. Cable Pulling - Exercise care in pulling wires and cables into conduit or wireways so as to avoid kinking, putting undue stress on the cables or otherwise abrading them. No grease will be permitted in pulling cables. Only soapstone, talc, or UL listed pulling compound will be permitted. The raceway construction shall be complete and protected from the weather before cable is pulled into it. Swab conduits before installing cables and exercise care in pulling, to avoid damage to conductors.
- F. Bending Radius - Cable bending radius shall be per applicable code. Install feeder cables in one continuous length.
- G. Equipment Grounding Conductors - Provide an equipment grounding conductor, whether or not it is shown on the Drawings, in all conduits or all raceways.
- H. Panelboard Wiring - In panels, bundle incoming wire and cables which are No. 6 AWG and smaller, lace at intervals not greater than 6 inches, neatly spread into trees and connect to their respective terminals. Allow sufficient slack in cables for alterations in terminal connections. Perform lacing with plastic cable ties or linen lacing twine. Where plastic panel wiring duct is provided for cable runs, lacing is not necessary when the cable is properly installed in the duct.

3.02 Cable Terminations and Splices:



- A. Splices - UL Listed wirenuts.
- B. Terminations - Shall comply with the following:
 - 1. Make up and form cable and orient terminals to minimize cable strain and stress on device being terminated on.
 - 2. Burnish oxide from conductor prior to inserting in oxide breaking compound filled terminal.

3.03 Circuit and Conductor Identification:

- A. Color Coding - Provide color coding for all circuit conductors. Insulation color shall be white for neutrals and green for grounding conductors. Conductor colors shall be as follows:

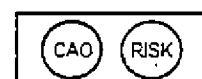
<u>VOLTAGE</u>	<u>120/240V</u>
Phase A	Black
Phase B	Red
Neutral	White
Ground	Green

- B. Color coding shall be in the conductor insulation for all conductors #10 AWG and smaller; for larger conductors, color shall be either in the insulation or in colored plastic tape applied at every location where the conductor is readily accessible.
- C. Circuit Identification - All underground distribution and service circuits shall be provided with plastic identification tags in each secondary box and at each termination. Tags shall identify the source transformer of the circuit and the building number(s) serviced by the circuit.

3.04 Field Tests:

- A. All systems shall test free from short circuits and grounds, shall be free from mechanical and electrical defects, and shall show an insulation resistance between phase conductors and ground of not less than the requirements of the CEC. All circuits shall be tested for proper neutral connections.
- B. Insulation Resistance Tests: Perform insulation resistance tests on circuits with #2 AWG and larger conductors to be energized with a line-to-neutral voltage of 120 volts or more. Make these tests before all equipment has been connected. Test the insulation with a 500Vdc insulation resistance tester with a scale reading 100 megohms. The insulation resistance shall be 2 megohms or more. Submit results for review.

END OF SECTION



CIRCUIT BREAKERS

PART 1 – GENERAL

1.01 Description of Work:

- A. The work of this Section consists of providing circuit breakers as shown on the Drawings and as described herein.

1.02 Related Work: See the following Specification Sections for work related to the work in this Section.

- A. 16000 General Electrical Requirements
- B. 16425 Switchboards
- C. 16470 Panelboards and Distribution Panels

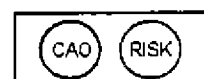
1.03 Submittals:

- A. Shop Drawings - Submittals shall be in accordance with Section 16000. For each circuit breaker furnished under this Contract, submit manufacturer's name, catalog data, and the following information:
 - 1. Terminal connection sizes.
 - 2. Voltage rating.
 - 3. Breaker manufacturer, types, trip ratings and interrupting ratings.
- B. Single Submittal - A single complete submittal is required for all products covered by this Section.
- C. Closeout Submittals: Submit in accordance with and Section 16000, operation and maintenance data for circuit breakers including nameplate data, parts lists, manufacturer's circuit breaker timer, current, coordination curves, factory and field test reports and recommended maintenance procedures.

PART 2 – PRODUCTS

2.01 Circuit Breaker: Each circuit breaker shall consist of the following:

- A. A molded case breaker with an over center toggle-type mechanism, providing quick-make, quick-break action. Each circuit breaker shall have a permanent trip unit containing individual thermal and magnetic trip elements in each pole. Multipole circuit breakers shall have variable magnetic trip elements which are set by a single adjustment to assure uniform tripping characteristics in each pole. Circuit breakers shall be of the bolt-on type unless otherwise noted.
- B. Breaker shall be calibrated for operation in an ambient temperature of 40°C.
- C. Each circuit breaker shall have trip indication by handle position and shall be trip-free.
- D. Three pole breakers shall be common trip.
- E. The circuit breakers shall be constructed to accommodate the supply connection at either end of the circuit breaker. Circuit breaker shall be suitable for mounting and operation in any position.
- F. Breakers shall be rated as shown on Drawings.
- G. Circuit breaker and/or Fuse/circuit breaker combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations for use in the end use equipment in which it is installed. Any series rated combination used shall be marked on the end use equipment per CEC section 110-22.



- H. Breakers shall be UL listed. Circuit breakers shall have removable lugs.
- I. Lugs shall be UL listed for copper and aluminum conductors.
- J. Breakers shall be UL listed for installation of mechanical screw type lugs.

PART 3 – EXECUTION

3.01 Mounting:

- A. The highest breaker operating handle shall not be higher than 72 inches above the floor.

END OF SECTION



LIGHTING

PART 1 – GENERAL

1.01 Description of Work:

- A. The work of this section consists of providing a lighting system complete, including fixtures, lamps, hangers, reflectors, glassware, lenses, auxiliary equipment, ballasts and sockets.

1.02 Related Work:

- A. See the following specification sections for work related to the work of this section:
 - 1. 16000 General Electrical Requirements.
 - 2. 16110 Conduit, Raceway and Fittings.
 - 3. 16120 Line Voltage Wire and Cable.
 - 4. 16130 Junction and Pull Boxes.

1.03 Submittals:

- A. Submit descriptive data, photometric curves for each fixture configuration proposed.
- B. Submit shop drawings showing proposed methods for mounting lighting fixtures.
- C. Seismic Requirements: Submit:
 - 1. Sketch or description of the anchorage system.
- D. Submit Operation and Maintenance Data.

- 1.04 Warranty: High Intensity Discharge lamps which fail within the first year after final acceptance shall be replaced by the Contractor with the warranty clause of the General Provisions.

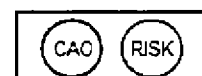
PART 2 – PRODUCTS

2.01 Fixtures

- A. Fixtures shall be of the types, wattage's and voltages shown on the Drawings and be UL classified and labeled for the intended use.
- B. Substitutions will not be considered unless the photometric distribution curve indicates the proposed fixture is equal to or exceeds the specified luminaire.
- C. Luminaire wire, and the current carrying capacity thereof shall be in accordance with the CEC.
- D. Luminaires and lighting equipment shall be delivered to the project site complete, with suspension accessories, aircraft cable, stems, canopies, hickey's, castings, sockets, holders, ballasts, diffusers, frames, and related items, including support and braces.

2.02 Ballasts:

- A. Ballasts shall be of the types shown on the drawings. Ballasts shall be CBM certified and bear the UL label. Magnetic ballasts shall be the high power factor type. Electronic ballasts shall be suitable for lamps specified by Advance, Magnetek/Universal, Motorola or approved equal. Electronic ballast shall be CBM certified and have a 10% maximum total harmonic distortion.



- B. All ballasts for fixtures installed outdoors shall provide reliable starting of lamps at 0°F at 90% of the nominal line voltage.
- C. Ballasts producing excessive noise (above 36 dB) or vibration will be rejected and shall be replaced at no expense to the Owner.

2.03 Lamps:

- A. Lamps shall be new at the time of acceptance and shall be General Electric, Osram /Sylvania, Phillips, or approved equal.
- B. Unless otherwise noted on the drawings, lamps shall be third generation T8, 3500°K, and 85 CRI minimum.
 - 1. Third Generation: Also known as High-Performance, Higher Lumen, or Super, the third generation of 32 Watt T8 lamps offers 3,100 lumens and a long-life rating of 24,000 hours. Efficacy is high, with lumens per watt in the range of 94 to 100. CRI is 82 to 86.

PART 3 – EXECUTION

3.01 Installation:

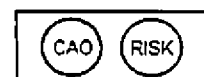
A. General:

- 1. All fixtures and luminaires shall be clean and lamps shall be operable at the time of acceptance.
- 2. Install luminaires in accordance with manufacturer's instructions, complete with lamps, ready for operation as indicated.
- 3. Align, mount, and level the luminaires uniformly.
- 4. Avoid interference with and provide clearance for equipment. Where an indicated position conflicts with equipment locations, change the location of the luminaire by the minimum distance necessary.

B. Mounting and Supports:

- 1. Mounting heights shall be as shown on the Drawings. Unless otherwise shown, mounting height shall be measured to the centerline of the outlet box for wall mounted fixtures and to the bottom of the fixture for suspended fixtures and to the bottom of the fixture for all other types.
- 2. Luminaire supports shall be anchored to structural members.
- 3. Pendant stem mounted luminaires shall be provided with ball aligners to assure a plumb installation and shall have a minimum 45 degree clean swing from horizontal in all directions. Sway bracing shall be installed as required to limit the movement of the fixture. Fixtures shall be allowed to sway a maximum of 45° without striking any object.
- 4. Fixture supports shall be designed to resist earthquake forces of seismic zone 4.
- 5. Refer to fixture mounting details on drawings for installation requirements.
- 6. Pendant cable mounted luminaries shall be provided with fully adjustable stainless steel aircraft cable hangers unless otherwise noted on the Drawings.

END OF SECTION



GENERAL LANDSCAPE REQUIREMENTS

RELATED DOCUMENTS

All work and materials under this section shall conform to Section 20, "Landscape", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer..

DESCRIPTION OF WORK

Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Landscape Maintenance as specified in this Section during the landscape maintenance period, referred to herein as the Maintenance Period. The work includes establishing the plantings, providing pest and disease control, mowing, and maintaining the irrigation system and related construction elements during the Maintenance Period.

Related Work:

1. Landscape Irrigation
2. Landscape Planting

MAINTENANCE PERIOD

Time Limits: Maintenance Period shall commence from the date of approval of substantial completion and extend for 30 calendar days, or until final completion approval, whichever is later.

REVIEWS

Substantial Completion Review: Specifically request this review at least (5) five days in advance of the proposed start of the Maintenance Period. The Engineer will review for a final checklist of minor items to be completed. Once the items are completed and approved by the Engineer, the Maintenance Period shall commence. Items to be checked during this review include but are not limited to:

1. All planted areas including turf and naturalized areas if applicable.
2. Valve box inspection and overall operation of the irrigation system.

Punch-list Check: The Engineer shall conduct this review within two weeks of the end of the Maintenance Period, at the request of the Owner, when punch-list items identified at Substantial Completion have been corrected and are ready for inspection. The Final Review shall be rescheduled at the discretion of the Engineer, if additional time beyond the scheduled date of final completion is needed to correct Punch-list items.

Final Review: Specifically request this review at least (5) five days in advance of the end of the Maintenance Period. Failure to request this notice shall automatically extend the date of completion. The Maintenance Period will continue until final completion is approved by the Engineer. Items to be checked during this review include but are not limited to:

1. All planted areas including turf and naturalized areas if applicable, including all punch-list items identified at Substantial Completion Review and Punch-list Check.
2. All irrigation punch-list items identified at Substantial Completion Review, and Punch-list Check.

MAINTENANCE PERIOD SUBMITTALS

Fertilizer: Submit written certificate showing rates, materials, and date of fertilizer application, to the Owner within five (5) days of each application.

Pesticides / herbicides: If pesticides / herbicides are used, submit written certificate showing rates, materials, and date to the Owner within five (5) days of each application.



Mowing: Submit mowing occurrences to the Owner each time mowings are completed.

MAINTENANCE BINDER ADDITIONAL DOCUMENTS

Submit prior to the Final Review, the following additional documents for the Maintenance Binder.

1. Counter-signed documents shall include the following items, countersigned by the Owner.
 - (a) Fertilizer applications, including initial application.
 - (b) Pesticide and herbicide applications, including initial application.
 - (c) Mowing occurrences
 - (d) In-service meeting discussion / decisions.
2. Copies of the following documents:

Controller Schedule: 8.5x11 size type-written and laminated irrigation schedule for established (mature) landscape at end of Maintenance Period for reference purposes inside the controller. Schedule shall note run-times and frequency for each station.

1. Attach irrigation schedule to laminated valve stationing plan – see Specification Section Landscape Irrigation.

The Final Review shall not take place until the additional submittals and documents have been reviewed and approved by the Engineer.

FERTILIZER

For maintenance fertilization shall be as specified in Specification Section Landscape Planting.

WATER

During the course of construction and maintenance, water for landscape shall be paid for by the Owner. Submit watering schedule with dates, times and frequency at start of the Maintenance Period.

CHEMICALS

Insecticides, fungicides, pre and post-emergent herbicides as recommended by licensed Pest Control Operator and approved by the City.

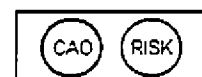
GENERAL

Contractor's Responsibility: Work installed under this Contract damaged by vandalism, vehicular damage and/or theft during the installation of the work and up to the Substantial Completion approval, shall be repaired or replaced without costs to the City.

Owner's Responsibility: Throughout the Maintenance Period, these damages and similar factors such as excessive litter, abuse and defacement shall be the Owner's responsibility to repair or replace and shall not be a part of this Contract. No planting shall be guaranteed beyond the Maintenance Period, except as to conformance to specified species and variety, and as specified in Specification Section Landscape Planting.

BASIC REQUIREMENTS

Irrigation and Erosion: All planting areas shall be kept at optimum moisture for plant growth. Planting not adequately served by the automatic irrigation system shall be hand watered. Settlement of soil and plants and soil erosion shall be repaired and areas replanted. Dying or deficient plants shall be replaced as they become apparent.



Cultivating and Clean-Up: Planting areas shall be kept neat and free from debris at all times and shall be cultivated at not more than ten (10) day intervals.

Weed control: Keep all planting areas weed-free at all times during the Maintenance Period.

Insect, Pest, and Disease Control: Control insects, pests, rodents and diseases by the use of insecticides and fungicides, as applied by a licensed pest control operator with the prior approval of the Owner.

Fertilizer: Application for all planting areas including turf shall be as specified in Specification Section Landscape Planting.

Mowing Schedule:

1. Winter - Mow grass to 1-1/2" when it reaches a height of 2-1/2".
2. Other Seasons - Mow grass to 2" when it reaches a height of 3".
3. Should the grass reach a height of more than 1" above the specified height, mow the grass in multiple passes, lowering the grass height by no more than 1" with each pass.
4. Mower decks and blades shall be sprayed with water and thoroughly cleaned of grass clippings and dirt prior to mowing. Have the Engineer or Owner's representative inspect the equipment prior to mowing operations.

Replacement Materials: Immediately replace any dead or damaged plant materials. Turf areas not fully established and healthy shall be repaired or replaced as directed by the Engineer. Replacements shall be made to the specifications as required to match adjacent plantings at no cost to the Owner.

Irrigation: Schedule and monitor controller stations as necessary to minimize water consumption while still providing adequate water for the plant material.

1. Adjust and clean all heads, emitters, valves, filters, regulators and other equipment as necessary to maintain the system.

CONDITION OF PLANTING AT END OF MAINTENANCE PERIOD

All mulched planting areas shall be free of all weeds (broadleaf and grass weeds). Plantings that do not conform to specifications shall be replaced and brought to a satisfactory condition before final acceptance of the work.

Remove all nursery tree stakes and associated tying materials prior to Final Review.

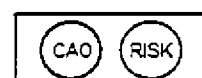
Rake out watering basins from all plants under a permanent irrigation system and re-spread the mulch prior to Final Review, keeping mulch away from the plant stem.

All turf areas shall be completely covered at the time of final acceptance. Turf areas shall be free of all weeds (broadleaf and grass weeds) and shall be mowed to specified height. Low spots and/or bare patches shall be patched with sod. Sod shall be equivalent to the sod used during planting operations. Sod shall be equivalent to the seed used in the hydroseeding operations.

IN-SERVICE MEETING

Specifically request, prior to Final Review, an In-Service meeting with the Owner's maintenance staff to identify any landscape maintenance issues and verify mowing schedules, and irrigation station sequence / run-times (controller schedule).

1. Document any discussions / decisions at the in-service meeting and provide this to the Owner. Include a copy in the Maintenance Binder. See Specification Section Landscape Irrigation for other documents to be included in the Maintenance Binder.



2. The Final Review shall not take place until the in-service meeting is completed, and final approval is contingent on the in-service meeting taking place to the satisfaction of the Owner.

HARDWARE

Provide the City at the in-service meeting the following:

1. Quick Couplers – 2 quick coupler key / hose swivels
2. Special tools required for the maintenance of specific components

DECOMPOSED GRANITE PAVING

DESCRIPTION OF WORK

Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Decomposed Granite (D.G.) Paving, as shown on the Drawings and as specified in this Section.

Related work includes but is not limited to:

1. Earthwork

STANDARDS & DEFINITIONS

Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:

1. The State of California Department of Transportation (CALTRANS) Standard Specifications, 2010 edition, except for measurement and payment requirements.

Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

1. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
2. D2149 Test Method for Sand Equivalent Value of Soils and Fine Aggregate

Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined according to ASTM D1557-78 (Modified Proctor Density) latest edition, expressed as a percentage.

SUBMITTALS

General: Within fourteen (14) days after Notice to Proceed submit the following:

Decomposed Granite: sieve analysis and one quart sample.

QUALITY ASSURANCE

Installer qualifications: installer to provide evidence to indicate at least 3 years of successful experience in providing D.G. surfacing. Provide a list of three projects and Owner references completed in the last 3 years.

Single Source: Decomposed Granite shall be from a single supply source for the entire quantity required

Layout Review: Stake and layout all paving areas for review by the Engineer prior to excavation.

Inspection: Notify the Engineer 24 hours prior to placement of any D.G. to inspect sub-grade and forms.



Tolerances: Tolerances for sub-grade, sub-base and finished grade shall be as specified by the Standard Specifications except that Contractor shall install the aggregate base and D.G. to the minimum thickness shown. No combination of high and low tolerances will be permitted.

DELIVERY STORAGE AND HANDLING

Deliver all binder materials in original, unopened packaging. Protect materials / aggregate from contamination with foreign matter. Store under waterproof cover and protect from dampness.

DECOMPOSED GRANITE

Decomposed Granite (D.G.) shall have a 3/8" maximum gradation, produced from naturally friable rock / granite with enough fines to produce a smooth walking surface. Materials should be free from clay lumps, organic matter and deleterious material. Blends of coarse sand and rock dust are not acceptable. Class-IV rock fines are required for this project. Color shall be gold. Gradation in accordance with ASTM C136:

Sieve Size	Percent Passing
3/8" (9.5mm)	100%
#4 (4.75mm)	85-95%
#8 (2.36mm)	70-80%
#16 (1.18mm)	50-60%
#30 (600 um)	40-50%
#50 (300 um)	25-35%
#100 (150 um)	15-25%
#200 (75 um)	10-20%

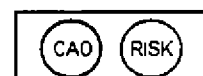
WATER

Water shall be free from contaminants that would discolor or be deleterious to D.G. blended with binder surfacing.

EDGE RESTRAINT

Header board (Edge Restraint) shall be redwood, grade conforming to "Standard Specifications for Grading of California Redwood Lumber," as published by the Redwood Inspection Service.

1. Redwood grade shall be Merchantable Heart.
2. See the Drawings for installation and sizes.
3. Stakes shall be 2"x 4" redwood, 18" long minimum.
4. Fasteners shall be hot dipped galvanized.



GENERAL

Examine grading and subsoil conditions. Do not install D.G. surfacing when sub-base is wet at saturated field capacity, during rainy conditions or below 40 degrees Fahrenheit and falling.

Excavation: Excavate to depth required so edges of D.G. surfacing will match adjacent grades and have a maximum cross slope as shown on the Drawings.

Preparation: Prior to installing paving install pre-emergent herbicide to sub-grade per manufacturer's recommendations. Immediately prior to placing the paving material, the sub-grade shall be thoroughly moistened.

Finished Surface: The finish grades of the paving shall conform to the lines, grades, and slopes on the Drawings. Edges of paving shall be flush with adjacent headers, concrete, or other paving. When work is complete, the surface must be smooth, compacted as specified, and uniform.

Final Herbicide Treatment: Upon completion of spreading and compacting paving material, apply pre-emergent herbicide to entire paving surface per manufacturer's instructions.

D.G. INSTALLATION

Placement: Place D.G. uniformly in layers no more than 2-inch thick. The D.G. shall be deposited in such a manner as to minimize the necessity for spotting, picking up or otherwise shifting the D.G. The mixing shall not be screeded off or finished by floating. No steel tooling of D.G. shall be done.

Compaction: The D.G. shall be leveled by raking and compacted to 90% relative compaction per ASTM D-1557.

There shall be a total of two pre-emergent herbicide applications for non-stabilized D.G as specified herein.

EDGE RESTRAINT

Alignment and grade of header boards shall be staked and limited to accurately reflect the plan layout prior to commencing work. After approval by the Engineer, header boards shall be assembled to form well crafted and securely constructed lines.

1. Do not stake boards on one side only, unless against paving.

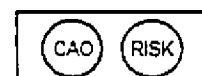
Wood header board shall have straight-line joints less than three feet long; curved-line joints being laminated in a staggered pattern with ends no closer than eighteen inches.

1. Stakes shall be not further than five feet on center at all ends, splices and joints.
2. All joints shall be spliced with 2 x 4 x 24" with top of splice plate 3/4" below top of header.
3. All stakes shall be trimmed to 3/4" below top of header.
4. Stakes shall be located at all ends, joints, and splices. All nails shall be clinched over.

Backfill all header boards prior to paving operations. Protect and repair all damaged header boards prior to final acceptance.

CLEAN UP

Waste Removal: All waste as a result of paving construction shall be removed from the site and disposed of legally. All excess paving material shall be removed from adjacent planting areas and civil work.



LANDSCAPE IRRIGATION

DESCRIPTION OF WORK

Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of a complete and operational automatic Landscape Irrigation system as shown on the Drawings and as specified in this Section. The work includes:

1. Trenching, excavation, backfill including base and backfill materials.
2. Valve wiring associated with the system.
3. Maintenance of the system during the maintenance period.
4. Removal and modification and/or relocation of existing irrigation equipment as required to complete the work.
5. Connection to existing mains and controller(s).

Related work includes but is not limited to:

1. Landscape Planting
2. Landscape Maintenance
3. Site Electrical System

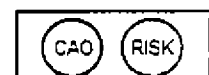
STANDARDS & DEFINITIONS

Unless otherwise shown or specified, all materials and methods shall conform to the applicable current sections of:

1. National Sanitation Foundation (NSF) Standard 61 Drinking Water System Components
2. California Code of Regulations (CCR) Title 24 Part 5 California Plumbing Code (CPC)
3. California Code of Regulations (CCR) Title 24 Part 3 California Electrical Code (CEC)
4. State of California, Department of Transportation (CALTRANS) Standard Specifications (DTSS), except for measurement and payment requirements.
5. South Coast Air Quality Management District's (SCAQMD) Laboratory Methods of Analysis for Enforcement Samples Method 316A for VOC content of PVC, CPVC, and ABS pipe cements, and adhesives.

ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

1. D1784 Specification for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds
2. D1785 Specification for Polyvinyl Chloride Plastic Pipe, Schedules 40, 80, and 120
3. D2241 Specification for Polyvinyl Chloride Pressure-Rated Pipe (SDR)
4. D2287 Specification for Non-rigid Vinyl Chloride Polymer, Copolymer Molding, & Extrusion Compounds
5. D2464 Specification for Threaded Polyvinyl Chloride Plastic Pipe Fittings, Schedule 80
6. D2466 Specification for Polyvinyl Chloride Plastic Pipe Fittings, Schedule 40



7. D2467 Specification for Polyvinyl Chloride Plastic Pipe Fittings, Schedule 80
8. D2564 Specification for Solvent Cements for Polyvinyl Chloride Plastic Piping Systems
9. D2609 Specification for Plastic Insert Fittings for Polyethylene Plastic Pipe
10. D2672 Specification for Joints for IPS PVC Pipe Using Solvent Cement
11. D2737 Specification for Polyethylene (PE) Plastic Tubing
12. D2855 Standard Practice for Making Solvent-Cemented Joints with Polyvinyl Chloride Pipe and Fittings
13. D3350 Specification for Polyethylene Plastics Pipe and Fittings Materials
14. F656 Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings
15. F690 Standard Practice for Underground Installation of Thermoplastic Pressure Piping Irrigation Systems:

All materials and methods shall conform to the applicable standards of the following organizations:

1. American Society of Irrigation Consultants (ASIC) Design Guidelines for Earth Grounding Electronic Equipment in Irrigation Systems
2. American Society of Mechanical Engineers (ASME) Standards
3. American Welding Society (AWS) Specifications
4. Copper Development Association: Copper Tube Handbook.
5. Manufacturers Standardization Society (MSS) Standard
6. National Electrical Manufacturers Association (NEMA) Standards
7. Underwriters Laboratories (UL) Standards

Slope, as defined for installation of sub-surface drip irrigation, emitters low-flow bubblers, and tree bubblers on the uphill side of a plant or tree shall be any gradient in excess of 5%.

REVIEWS

Request at least two (2) days in advance the following reviews prior to progressing with the work:

1. Preliminary Review-II – Main-line layout, trenching, pressure-test, flushing of main-line.
2. Intermediate Review - Irrigation coverage. Requirements for irrigation coverage inspection are specified herein.
3. Substantial Completion Review - valve box inspection, and overall operation of the irrigation system.
4. Final Review (at the completion of Maintenance Period) - all punch-list items identified at Substantial Completion Review, Maintenance Binder.
5. See Specification Sections Soil Preparation, Landscape Planting, and Landscape Maintenance for other items to be inspected during these reviews.
6. Each review shall be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.



QUALITY ASSURANCE

All materials shall be new and of the best quality available unless otherwise specified. Manufacturer shall be clearly marked on all material, containers, or certificates of contents for inspection.

Submittals: Within fourteen (14) days after Notice to Proceed submit:

1. Product data on all specified irrigation equipment, including any proposed substitutions.

Maintenance Binder: As specified herein.

Guarantee: Guarantee irrigation system for one year from date of acceptance.

Unusual Conditions: In the event that any unusual soil conditions are encountered during irrigation trenching operations, the Engineer shall be immediately notified. Unsuitable material encountered below the natural grade shall be excavated and disposed of as directed by the Engineer and paid for as Extra Work. Unsuitable material is defined in Section 19-2.02 of the CALTRANS Standard Specifications.

Hazardous Materials: In the event existing asbestos pipe is encountered and needs to be modified and/or removed, comply with the requirements of Federal (OSHA) regulations, and California Code of Regulations Title 8 (Cal/OSHA).

DELIVERY, STORAGE AND HANDLING

General: Exercise care in loading, unloading, storage, and handling of pipe, fittings, and irrigation equipment.

Any pipe / fittings that have been cracked, dented, or otherwise damaged shall be removed from the site. If installed, pipe / fittings shall be replaced with undamaged piping / fittings to the satisfaction of the Engineer at no additional cost to the Owner.

UTILITIES

Verify location of all on site utilities prior to trenching. Notify Engineer by telephone and in writing of any conflicts prior to installation. Restoration of damaged utilities shall be made at no additional cost to the Owner and to the satisfaction of the Engineer.

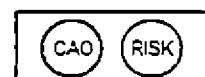
CODES

Irrigation system shall be installed and tested in accordance with local codes and manufacturer's specifications.

PLASTIC PIPE AND FITTINGS

Unless otherwise noted:

1. Lateral line and mainline pipes shall be Schedule 40 PVC, solvent weld joints.
2. Lateral line pipe fittings shall be Schedule 40 PVC solvent weld. All threaded fittings for lateral pipe shall be Schedule 40 PVC heavy wall.
3. Mainline pipe fittings shall be Schedule 40 PVC.
4. All mainline threaded fittings shall match the pipe type.
5. All risers and nipples shall be Schedule 80 PVC, molded thread. Machine threaded nipples shall not be allowed.
6. Plastic threaded fittings shall use Permatex Form-A-Gasket No.2 Sealant or approved equal.



7. PVC cement shall be industrial grade, low VOC emission, high strength solvent weld cement, meeting ASTM D2564, IPS Corporation 711 or approved equal.
8. Primer shall be industrial grade, low VOC emission primer, meeting ASTM F656, IPS Corporation P-70 or approved equal.
9. Cans of solvents and primers shall have labels intact and stamped with the date of manufacture. Cans dated over 1-year old shall not be used. Thinning of solvents and primers shall not be allowed.

SLEEVING

All main and lateral lines located beneath paving shall be sleeved with Schedule 40 PVC pipe unless otherwise noted.

1. For pipes, sleeves shall be 4" dia. or twice the aggregate diameter of all pipes contained within the sleeve, whichever is greater.

VALVE BOXES

Valve boxes: Pre-cast plastic with bolt-down covers, by NDS, Carson Industries LLC, or approved equal, free of all cracks, chips or structural defects. Size as required by equipment plus adequate clearance to operate valves unless otherwise noted.

1. Boxes subject to vehicular traffic in paved areas shall be concrete and have traffic lid covers.
2. Boxes in turf areas shall have ribbed / reinforced lids capable of withstanding the loads of ride-on lawn mowers.
3. Plastic valve boxes in turf areas shall be green color unless otherwise noted.
4. Plastic valve boxes in planting / mulch areas shall be black color unless otherwise noted.
5. Plastic valve boxes for recycled water systems shall be purple color unless otherwise noted.

Valve identification tags: as manufactured by Christy Enterprises, Anaheim CA, (800)258-4583, or approved equal.

IRRIGATION EQUIPMENT

General: Irrigation equipment shall be as shown on the Drawings, or approved equal.

See Irrigation Demolition Plan for removal and salvaging of existing irrigation equipment for relocation or return to the City as specified on the Irrigation Plan.

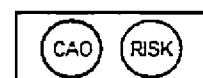
CONDUCTORS

Control Wire: Type UF, 600V, copper, common ground white, UL listed for irrigation control use.

1. Minimum wire gauge #14, use gauge appropriate to distance to account for voltage loss.
2. PVC (polyvinyl chloride) or PE (polyethylene) insulation.
3. Splices shall be sealed with Spears DS-100 connectors with Spears DS-300 sealant, or 3M Scotchlok 3570 connector sealing pack.

GENERAL

Acceptance of Work: Site grading shall be completed and/or accommodated to specified tolerances before trenching. Verify the existing conditions on site and the removal and or reinstallation required making the grades.



Coordination: Coordinate trenching as required with trenching contractor as well as with any other trades affected by irrigation installation. Coordinate installation of pipe and other irrigation equipment with other existing and proposed utilities and planting locations.

Grading: Install all irrigation features to their finished elevation and at depths indicated.

Finish Grade: Unless otherwise noted, all heads shall be set at, and perpendicular to, finish grade.

As-Built Conditions: regularly update a print of the system and any changes made to the system throughout the project. See Valve Stationing requirements elsewhere in this Specification.

INSTALLATION – TRENCHING & PIPE

Point of Connection: shall be below grade.

Excavation: Trenches for mainline, sleeves, and laterals shall be excavated to the depth required for laying pipe or conduit, plus depth of bedding if required as noted below.

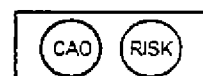
1. Depth – pipes 4" dia. and less - level bottom of trenches for a smooth flat grade, and excavate bell holes where necessary to ensure that pipe rests for entire length on solid ground. Should rock or other unsuitable material be encountered, excavate to 6" below bottom of pipe and replace with well tamped and compacted approved backfill material or sand before laying pipe.
2. Depth – pipes greater than 4" dia. – depth of pipe and bedding as shown on the Drawings, or 6" below bottom of pipe whichever is greater.
3. Width - trenches shall be excavated wide enough to provide adequate working space to align and lay pipe or to construct the trench, make up and inspect joints, and allow placing and compaction of bedding material. The maximum trench width at the top of the pipe shall not exceed the pipe outside diameter plus 12- inches on each side of the pipe.
4. Maintain excavations free of water while installing pipe and until backfilled.

Bedding: Bedding shall extend upwards from the bottom of the trench to the extent shown on the Drawings.

1. Bedding for pipes shall consist of compacted approved sub-soil or sand as defined herein.
2. In planting areas excluding natural turf sports fields, sand bedding may be jetted or ponded into place and shall be compacted to equal that of the adjacent prepared sub-grade as specified herein. Mechanical compaction may be necessary to achieve this required density. If the bedding is jetted or ponded, the operation should be closely supervised and provisions should be made for the removal of excess water.

Backfill: Cover no joints until system has been pressure tested and approved by the Engineer.

1. Backfill material shall consist of selected on-site excavated/sub-soil material, imported sandy soils, subject to prior approval by the Engineer. Backfill with potentially damaging rocks and debris shall not be permitted.
2. When piping has been installed, tested, inspected, and approved, backfill excavations in layers not exceeding 8". Moisten and machine tamp as required.
3. In planting areas, the top 6" of the trenches shall contain on-site near surface soils and shall be compacted to maximum 85% relative compaction per ASTM D698. For trenches in existing planting areas maintain near surface soils as uniform as possible with existing upper stratum soils.
4. In paving areas, the fill shall be placed in maximum 6-inch lifts (compacted layers) and shall be compacted by mechanical means only. Fill shall be conditioned, at time of compaction, to 1% to 3% above the optimum moisture content of the soil, and each lift shall be compacted to at least 90% relative compaction per ASTM D1557.



5. For trenches in existing areas, restore the ground or paving to original condition.
6. After backfilling, remove from the premises all surplus earth resulting from this work and dispose of same, to the satisfaction of the Engineer.

Pipe: pipes shown parallel on the Plan may be installed in a common trench. Where required, snake pipe from side to side when trench exceeds 30 feet in length.

1. Where pipes are shown parallel to or adjacent to shrub or ground cover areas, they shall be installed in these areas.
2. Where pipes are shown parallel to or adjacent to lawn areas versus pavement, they shall be installed in the lawn area. All changes in depth of pipe shall be accomplished using 45 degree fittings.
3. Use Teflon tape on all threaded connections.

Check Valve: On sloped sites, install in-line check-valves in sloped main / lateral / supply lines as required to prevent low sprinkler head / drip emitter / tree bubbler drainage. This may be omitted only on those circuits where all sprinkler heads or tree bubblers have built-in check valves.

Sleeves: adequately size sleeves for all wiring and irrigation lines to be placed (with ends clearly marked above grade) under driveways and walks prior to their construction.

1. Install sleeves minimum 24" under paving.
2. Sleeves shall continue a minimum of 1 foot into planting areas.
3. All wiring shall be in a separate sleeve.
4. Install removable non-decaying plugs, expanding insulation foam or equal, at ends of sleeves and conduits to prevent entrance of earth.

Fabrication: All manifolds shall be neat, orderly, and constructed for ease in maintenance operations. Install manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, and curbs. Cuts and joints shall be free of burrs, smooth and minimum in quantity.

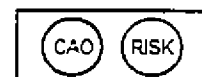
Flushing of System: After installation of pipe lines and risers, but before installation of sprinkler heads, tree bubblers, and/or drip irrigation emitters, thoroughly flush the system to remove any foreign material in the pipes.

1. Flush the system in the presence of the Engineer or Owner's Representative.
2. For flushing mainline and sprinkler portions of the system utilize full water main pressure.
3. For flushing downstream of drip irrigation valves via flush ports use drip system design pressure.
4. After flushing, backfill and settle soil. Rake smooth to match surrounding grade.
5. Flushing shall include flushing out the existing mainline by operating one of the existing quick couplers down stream of the new valve installation, prior to operating any portion of the system again.

INSTALLATION – EQUIPMENT

General: Install irrigation equipment as shown on the Drawings

Valve Boxes: Install valve boxes so that the top of box is ½" above finish grade in turf areas and 1-½" above finish grade in mulch areas. Install valve box assembly in ground cover / shrub and not in hard paved areas. Install in lawn area only if groundcover does not exist adjacent to lawn.



1. Valve box lids shall be labeled with the valve station number using a weather resistant method. Plastic valve box lids may be labeled using a branding tool / branding iron.
2. A Valve ID tag, with the valve station number clearly marked with weatherproof method, shall be attached to the inside of each remote control valve, and attached by means of a weatherproof tie.

Sprinklers:

1. Install sprinkler heads as shown on the Drawings. Spacing of heads shall not exceed that shown on the Drawings, unless verified in advance with the Engineer.
2. Coverage Adjustments: Adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage, and eliminate overspray onto paved surfaces and structures. Such adjustments shall include nozzle changes without additional cost to the Owner.

CONTROL WIRE

General: Install control wire in pipe trenches wherever practical. All wire shall be installed below or level with the bottom of adjacent pipes. Where pipes are not available, control wire shall be installed inside conduits as specified in this section.

1. Bundle wire and tape to pipe every 10 feet. Conduits or sleeve required shall be sized based on control wires as specified herein.
2. All wiring above finish grade shall be enclosed in steel conduit.
3. Color of control wire shall be different than common wire.
4. One solenoid valve per station unless otherwise indicated on the Drawings or with prior approval of the Engineer.
5. All wiring shall be tested for continuity, open circuits and unintentional grounding prior to connecting.

Splices: shall be sealed with direct bury connectors as specified in this section.

1. All wire splices shall be installed in a valve box, locations as approved by the Engineer. Install traffic rated boxes in vehicular areas.

Additional wire:

1. Control wire for unused stations shall be pulled as noted on the Drawings.
2. Control wire and common shall be pulled to each stub-out as shown on the Drawings. Minimum one control wire and common if not indicated on the Drawings.
3. Provide 24" excess wiring in each valve box / pull box and in the nearest project valve box at 100-ft intervals on wire runs of greater than 100-ft. Neatly coil in valve box or pull box.

Existing Wire: Project has existing control wires installed to existing valves in working condition. Test each station from the controller in the presence of the Engineer or Owner's representative, to verify connection to each valve, prior to starting work.

1. Should any of the existing wire connections appear to be not working, inform the Engineer in writing.
2. New valves, if shown in locations different from existing valves, will require additional control wire, spliced as specified elsewhere in this Section.



VALVE STATIONING

As-built Drawing: Provide the Engineer as-built mark-ups of the most current irrigation drawings, to reflect changes to the irrigation system layout. Mark-ups shall include

1. Valve renumbering if any.
2. Equipment below grade with at least two measurements from surface features such as pavements, fences and buildings.
3. Actual control and ball valve and quick coupler locations dimensioned in a similar manner.
4. Locations for valve boxes for intermediate control wire splices.
5. All final changes shall be recorded before trenches are backfilled.

Record Drawings: The Engineer shall provide Record Drawings that reflect the as-built markups. Provide valve stationing information on these Drawings.

Valve-stationing Plan (New Systems): Clearly label and sequence stations according to the assigned valve identification numbers shown on the As-built / Record Drawings and color code the corresponding valve zones. Use a separate color for each valve zone.

1. In case valve sequencing needs to be changed for ease in maintenance operations, verify changes in advance with the Engineer.
2. Provide (2) 11"x17" laminated copies for reference purposes inside the controller, and for the Engineers record.
3. Include a non-laminated 3rd copy of the Valve-stationing Plan in the Maintenance Binder.
4. Valve-stationing plan shall be completed and submitted to the Engineer before final payment shall be made.

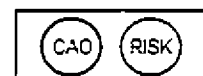
Valve-stationing Plan (Existing System Modifications): Obtain clear copies of the existing Irrigation Drawings or existing Valve Stationing Plans and mark-up as required to reflect changes and a separate color to indicate each revised valve zone. Submit modified plan to the Engineer for approval prior to laminating.

1. Provide (2) 11"x17" laminated copies for reference purposes inside the controller, and for the Engineers record.
2. Valve-stationing plan shall be completed and submitted to the Engineer before final payment shall be made.

PRESSURE TEST

Pressure Test any new mainline:

1. Notify the Owner a minimum of two (2) working days prior to pressure test.
2. Furnish all equipment and temporary connections required for tests at no additional cost to the Owner.
3. Exercise caution in filling the system to prevent excessive surge pressure and water hammer.
4. Pipe subject to continuous water pressure (pressure lines) shall be tested at 125 lbs. of hydro-static pressure for two hours with a maximum 5 PSI drop. Repair any leaks, if necessary, and re-test.



Closing in Un-inspected Work: Pay all costs necessitated by requiring opening, restoration and correction of all work closed in or concealed before inspection, testing as required and approval by Engineer. Notify Engineer 48 hours in advance of required testing.

IRRIGATION COVERAGE

Inspection of irrigation coverage shall take place during the Intermediate Review, as specified herein.

1. In the presence of the Engineer, perform a coverage and operation test to determine if the system is fully operational.
2. If it is determined that adjustments in the irrigation equipment and the re-spacing of heads and/or relocation of emitters / low-flow bubblers will provide more complete coverage, then make such adjustments prior to planting. Adjustments may also include changes in nozzle or emitter / low-flow bubbler sizes, and degrees of nozzle arc as necessary.
3. Make changes and obtain complete and adequate coverage in all irrigated areas at no additional cost to the Owner.

HARDWARE

See Specification Section Landscape Maintenance for items to be handed over to the Owner at the in-service meeting.

MAINTENANCE BINDER

Submit prior to Final Review, a Maintenance Binder with the following documents:

1. Sheet containing:
 - (a) Contractor's name, address, and phone number.
2. Copies of the following documents:
 - (a) Valve-stationing Plan
 - (b) Soils test report – see Specification Section Soil Preparation.

The Final Review shall not be considered complete until the Maintenance Binder has been reviewed and approved by the Engineer.

CLEAN-UP

Keep project area clean on a daily basis, removing debris from the site.

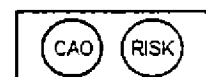
SOIL PREPARATION

RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

DESCRIPTION OF WORK

Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Soil Preparation of planting areas as shown on the Drawings and as specified in this Section. The work includes installation of soil amendments, finish grading and plant pit backfill.



Related work includes but is not limited to:

1. Landscape Planting

QUALITY ASSURANCE

Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of mulch.

Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

1. C602 Specification for Agricultural Liming Materials
2. D5268 Specification for Topsoil Used for Landscaping Purposes

SUBMITTALS

Test Samples: Provide samples, as specified herein, to an agricultural soils testing laboratory approved by the Engineer, referred to herein as the Testing Lab, unless delivered to the site in original, unopened containers, each bearing the manufacturer guaranteed analysis.

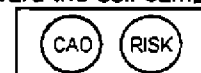
1. Pre-approved Testing Labs include:
 - (a) Waypoint Analytical (formerly Soil & Plant Laboratory) 1101 S. South Winchester Blvd., Suite G173, San Jose, CA 95128, (408) 727-0330
 - (b) Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116
 - (c) Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422
2. Use of an alternate soil testing lab without prior approval shall be cause for rejection of the submitted analysis.
3. No material shall be delivered to the site until the Engineer approves the material.
4. The same Testing Lab shall be used for all tests specified herein.
5. Pay for all testing fees from the Testing Lab for all tests specified herein.

Product Certificates: Certification stating quantity, type, and composition, weight and origin for all amendments and chemicals shall be delivered to the Engineer within fourteen (14) days of the Notice to Proceed and before the material is delivered to the site.

Testing – Amendments: Provide, along with a sample, latest analysis of amendments / compost / bulk organic materials by the Testing Lab for verification of conformance to this specification, and specific recommendations as to exact quantities to be used in planting.

1. Analysis shall conform to physical and chemical properties specified herein.
2. Analysis shall not be more than three months old at the time of submitting sample.
3. Analysis shall assume tilling of the amendments into the soil as described elsewhere in this Specification
4. Analysis shall be approved by the Engineer prior to use on the project.

Testing – Existing Soil: Prior to finish grading operations or at least four weeks before proposed planting operations, take a sample each of the topsoil and sub-soil, from 0"-12" deep, in at least three separate locations across the site, or as directed by the Engineer. Mix the samples from the locations to provide a composite sample, representative of the entire site, combined volume of samples not less than 2 quarts. Forward the soil samples to



the Testing Lab for testing and recommendations as to exact fertilizers and soil amendments to be used in planting, A05 analysis or approved equal.

1. Amendment and fertilizer recommendations by the Testing Lab shall be specific to the proposed amendments to be used and include the amendment lab test / sample ID number and testing date as reference. Generic recommendations will be rejected and will require specific recommendations to be re-obtained from the Testing Lab.
 - (a) For planting other than turf sod, recommendations shall reference the amendment test report by number.
 - (b) For turf sod planting, recommendations shall reference the sod soils report (fertility and texture) by number.
2. Soils report shall include an estimated infiltration rate for the tested soils.

Testing – Imported Topsoil: Provide, along with sample, latest analysis of any soil proposed to be imported by the Testing Lab for testing as to exact fertilizers and soil amendments to be used in planting.

1. Submit certificate or sample of any proposed bulk organic materials simultaneously for testing with soil samples for optimum amendment recommendations.
2. Analysis shall not be more than three months old at the time of submitting sample.
3. Should the final soil mixture be a combination of existing soil and imported topsoil, provide additional lab recommendations on method of mixing and exact fertilizers and soil amendments to be used in planting for the mixture.

Submit delivery tags for all amendments and fertilizers delivered to the Site for the Project, if required by the Engineer.

REVIEWS

Specifically request at least (2) two days in advance the following review prior to progressing with the work:

1. See Specification Sections Landscape Irrigation and Landscape Planting for other items to be inspected during this review.
2. The review shall be conducted only after all items pertaining to the review as noted above and in related Sections have been completed.

PROTECTION

Protect concrete from any sulfate-based amendments that may be specified from soils analysis to avoid staining. Concrete damaged from amendment placement shall be replaced at the no additional expense to the Owner.

EXISTING SOIL

Topsoil: The top layer of existing soil in planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over 1 cubic inch and other objectionable material. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the Engineer at the time of construction after clearing and grubbing.

1. Topsoil is a sand based type.
2. At turf areas topsoil starts below the grass root zone.
3. At planting areas other than turf, topsoil starts below the mulch and organic matter layer.
4. Soil underneath paving and aggregate base areas shall not be considered as top soil.



Sub-soil: Shall be the remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over 1 cubic inch and all foreign debris and organic material have been removed.

1. Soil under paving and aggregate base areas shall be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

FERTILIZER

Soil amendment fertilizer shall be commercial fertilizer, 16-6-8 (N-P-K) uniform pellet. For bidding purposes only, exact fertilizer type and quantity to be determined by Testing Lab analysis.

Plant fertilizer shall be commercial fertilizer packets / tablets, two-year controlled-release 20-10-05 (N-P-K).

SOIL AMENDMENTS

Nitrogen-stabilized Organic Amendment: shall conform to the following sieve requirements and chemistry:

1. Gradation:

Sieve Size	Percent Passing
3/8" (9.5 mm)	100%
1/4" (6.25mm)	At least 95%
#8 (2.36mm)	At least 60%
#16 (1.18mm)	20%-70%
#32 (500 um)	0%-30%
2. Chemistry – Suitability Considerations
 - (a) Nitrogen (dry weight basis): 0.4 to 0.6%
 - (b) Iron (minimum): 0.08%
 - (c) Organic content: above 17%
 - (d) Carbon-Nitrogen Ratio: below 25
 - (e) pH: below 8.0
 - (f) Salinity (ECe): a value such that when combined with the existing site soil at a use rate determined by the Testing Lab Analysis, the salinity of the amended soil shall not exceed 4.0 dS/m (mmhos/cm).

Gypsum: If required by existing soils test, shall be agricultural grade, Cal-Sul Pelletized Gypsum by North Pacific, Portland OR, or approved equal.

CHEMICALS

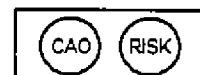
The following brand names of various chemicals to be used in this Section are provided for ease of specifying; equals or brands with similar chemicals that will match or improve performance may be used at the Contractor's discretion. Verify use of any chemicals with Owner prior to application:

1. Pre-emergent herbicides - (granular form only) Treflan, Ronstar, or prior approved equal.

IMPORTED TOPSOIL

Imported Topsoil: USDA classification of fraction passing a 2.0 mm sieve: Shall be loose, friable sandy loam, free of harmful insects, all weed growth, clods over 1 cubic inch and/or clods that will not be pulverized during operations, and free of rocks over 1 cubic inch.

class particle size range maximum % minimum %



Rock	1/2 – 1 inch	10%	by volume, with none > 1 inch
Gravel	2 - 13 mm	20%	0%
Coarse sand	0.5 - 2.0 mm	15%	0%
Silt plus clay	<0.05mm	50%	15%
Organic matter		15%	0%

chemistry suitability considerations

Salinity: Saturation Extract Conductivity (ECe) Less than 4.0 dS/m (mmhos/cm) @ 25° C.
Sodium: Sodium Adsorption Ratio (SAR) Less than 6.0
Boron: Saturation Extract Concentration Less than 1.0 ppm
Reaction: pH of Saturated Paste 5.5-7.0

Fertility Considerations: Soil to contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant growth. In the event of nutrient inadequacies, provisions shall be made to add required materials prior to planting.

GENERAL EXECUTION

Limits and Grades: Prior to commencing soil preparation operations, request a review by the Engineer to verify grading work completed to date and verify specified limits of soil preparation work to commence.

Topsoil Placement

Stockpiled and any imported topsoil shall be installed and completed as necessary to produce final finish grade requirement as shown on the Drawings, minimum depth 6 inches.

1. Existing undisturbed landscape areas that are to be replanted (excluding bio-retention areas) as shown on the Drawings, do not require topsoil across the areas, only individual plant pit preparation per Specifications.
2. Proposed landscape areas including areas to be graded or that have been disturbed by construction that are to be planted as shown on the Drawings require topsoil across the entire planting areas. Amended excavated subsoil cannot be used as topsoil for these areas.

Sub-grade shall be cross-ripped or cultivated to a depth of 10 inches. Water shall be added and ripping or cultivation shall be continued until the entire 10 inch depth is loose and friable. Place 2 inches of topsoil uniformly over sub-grade and thoroughly cultivate before placing remaining topsoil. Place topsoil and bring to a smooth, even grade. Soil shall be thoroughly water settled and high/low areas re-graded in accordance with paragraph "Finish Grading" this Section.

Stockpiled Topsoil: See Specification Section Earthwork and Grading

AMENDMENT PLACEMENT

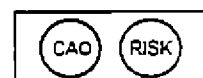
The requirements below are for bidding purposes only, adjustments to the bidding formula shall be determined by the Testing Lab analysis.

All planting areas shall be thoroughly cross-ripped to a minimum 10 inch depth. Upon completion of cross-ripping the amendments shall be applied, as follows:

Amount/1000 Square Feet
6 cubic yards Nitrogen Stabilized Organic Amendment
12 lbs. Commercial Fertilizer
50 lbs Gypsum

The materials shall then be uniformly spread and incorporated to obtain a homogeneously blended soil, 6 inches in depth.

FINISH GRADING



Finish grade all areas, including those indicated to be planted on the Drawings, and shall remove all rocks and clods over 1 cubic inch. In lawn areas, all rocks and clods shall be removed. All areas shall be smooth and uniformly graded. Repair all erosion damage during the construction period.

Unless otherwise shown on the Drawings, all soil finish grades shall be 1 inch below finish surface of walks, pavements, and curbs.

CHEMICALS

Herbicides and pesticides: Verify compatibility, dosage and other application procedures with the manufacturer. All chemicals shall be applied by a pest control operator licensed in the State of California.

Planting areas: Treat all planting and non-naturalized areas for weed control with pre-emergent herbicide, as recommended by the manufacturer. See Specification Section Landscape Maintenance for related work.

LANDSCAPE PLANTING

RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

DESCRIPTION OF WORK

Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of plant materials as shown on the Drawings and as specified in this Section.

Related work includes but is not limited to:

1. Soil Preparation
2. Landscape Irrigation
3. Landscape Maintenance

QUALITY ASSURANCE

Quality: Minimum quality of all plant material shall unless otherwise indicated conform to:

1. ANSI Z60.1-2004 American Standard for Nursery Stock, Sponsored by the American Nursery and Landscape Association (ANLA)
2. Prevailing published specifications of the California Association of Nurserymen.
3. Additional standards as indicated on the Drawings and as specified herein.

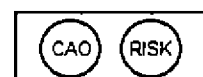
Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

1. D412 Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension

SUBMITTALS

General: Within fourteen (14) days after Notice to Proceed submit the following:

1. Documentation certifying quantity and species of plant material ordered, the nursery supplier(s), any plant material not available at that time, or proposed substitutions to be reviewed.



2. Product data on all associated planting products specified herein and shown on the Drawings.
3. 1-quart bag sample of each mulch type specified.

Sod soils analysis: Submit a soils analysis of the sod soil by an agricultural soils testing laboratory approved by the Engineer, referred to herein as the "Testing Lab". See also Soil Preparation Section.

1. Analysis shall not be more than three months old at the time of delivery of the sod to the site.
2. No sod shall be delivered to the site until the Engineer approves the sod soils analysis.
3. Soil texture analysis shall note percent of gravel, sand, silt, and clay, and indicate USDA soil classification. Soil agricultural suitability analysis shall indicate pH, salinity (ECe), and sodium absorption ration (SAR).
4. The Engineer reserves the right to take a separate sample of the sod soil on-site and send to the Testing Lab for analysis
5. Sod not matching the approved soils analysis submitted shall be removed from the site and replaced with approved sod at no additional expense to the Owner.

REVIEWS

Specifically request at least (2) two days in advance the following review prior to progressing with the work:

1. Intermediate Review – plant material approval and layout/locations. See Specification Sections Landscape Irrigation and Soil Preparation for other items to be inspected during this review.

Specifically request at least (5) five days in advance the following reviews prior to progressing with the work:

1. Substantial Completion Review (to initiate Maintenance Period) – all planting areas including turf. See Specification Section Landscape Maintenance.
2. Final Review (at the completion of Maintenance Period) - all planting areas including turf, including all punch-list items identified at Substantial Completion Review. See Specification Section Landscape Maintenance.

Each review shall be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

GENERAL

Nomenclature and Labels: Plant botanical names conform to "Standardized Plant Names," second edition, and secondly, "A Checklist of Woody Ornamental Plants of California," Manual 32, University of California. All plants of each clone, species, and cultivar shall be delivered to the site labeled with their full botanical name. Every plant species shall be labeled with no less than one label for every ten plants of a species.

Quantities: The quantities shown on the plant list and in labels are for the Engineer's use and are not to be construed as the complete and accurate limits of the Contract. Furnish and install all plants shown schematically on the Drawings.

Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting. Allow a minimum of two (2) and maximum of five (5) % of the quantity of plants of each species for removal and inspection. Any plant material, within twelve (12) months following the final acceptance of the project, determined by the Engineer to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced to the equal condition of the adjacent plants, at the time of replacement.

Health: Foliage, roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all disease, insect stages, burns or disfiguring characteristics.



Untrue Species: All plant material, within 12-months following the final acceptance of the Project, determined by the Owner to be untrue to the species, clone, and/or variety specified, shall be replaced to the equal condition of adjacent plants at the time of replacement.

FERTILIZER

20-10-15 (N-P-K) Commercial Fertilizer, uniform pellet.

1. The requirements above are for bidding purposes only, exact fertilizer types per Testing Lab analysis.

TURF SOD

Sod shall be grown from high quality seed in soil treated with appropriate State and Federal agency approved pesticides, fungicides, and herbicides and regularly inspected by the State in accordance with "State of California Regulations for Nursery Inspection."

1. Sod shall have a well-developed root structure sufficiently mature so that it will hold together when held by one end of the roll.
2. Yellowing, brown, diseased, dried, or pest infested sod shall be rejected.
3. Soil thickness of the sod shall be 1/4 inch to 5/8 inch thick excluding top growth and thatch.
4. Size of rolls or slabs shall be consistent to the supplier's standard length and width and is not to vary by more than 2% in either dimension.
5. Sod shall be grown in fields with a sandy loam soil containing a minimum of 65% sand. Clay or clay loam soils shall not be acceptable.
6. See submittal requirements for sod soil as specified herein.

Sod shall be a 90% dwarf fescue and 10% bluegrass mix. Approved suppliers:

1. Dwarf Enduro Sod, by Greenfields Turf, Greenfield, CA (800)673-3058, www.greenfieldsturf.com
2. Approved equal.

HEADER BOARD

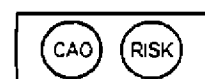
Header board and stakes shall be redwood, grade conforming to "Standard Specifications for Grading of California Redwood Lumber," as published by the Redwood Inspection Service.

1. Redwood grade shall be Merchantable Heart.
2. See the Drawings for installation and sizes of header board and stakes..
3. Fasteners shall be hot dipped galvanized 16D nails.

MULCH

Mulch: shall be chipped wood product such as cedar or redwood chips greater than 1/2 inch and less than 2 inch in length, and no more than 1/2 inch thick, and shall contain less than 1% foreign matter including soil, weeds, seeds, etc. by dry weight. Recycled wood products will not be permitted.

1. Pre-approved products: Golden Nuggets by United Forest Products.
2. Approved Equal.



EXECUTION

GENERAL

Plant Material Approvals: Before planting operations commence, all plant material shall be reviewed by the Engineer. Defective plants shall be removed from the site and acceptable material substituted in its place. The review does not accept defective plants which may be installed.

Layout: Only those plants to be planted in any single day should be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review may be transplanted/relocated as directed by the Engineer.

Protection of Plants: Maintain all plant material in a healthy growing condition prior to and during planting operation. Contractor shall be responsible for vandalism, theft, and damage to plant material until commencement of the maintenance period.

Pruning: Do not prune without specific authorization of the Engineer. Plants pruned without authorization shall be replaced if necessary.

CHEMICALS

Pesticide: Verify compatibility, dosage and other application procedures with the manufacturer. All pesticides shall be applied by a pest control operator licensed in the State of California. Include copies of documentation of pesticide applications, countersigned by the Owner, in the Maintenance Binder – see Specification Section Landscape Maintenance.

FERTILIZER

Apply Commercial Fertilizer at 5 pounds per 1,000 square feet to all planting areas 30 days after planting. Re-application shall be scheduled at 45 day intervals until completion of Landscape Maintenance.

1. The requirements above are for bidding purposes only, exact application rates per Testing Lab analysis.

Include copies of documentation of fertilizer applications, countersigned by the Owner, in the Maintenance Binder – see Specification Section Landscape Maintenance.

SOD INSTALLATION

The installation specifications below shall prevail over the sod grower's installation specifications, unless otherwise noted.

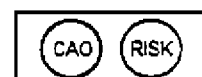
Grading / Soil Preparation: Finish grade to smooth, even surface, allowing for sod thickness at pavement and other structures to leave the sod flush to the finish grade of adjacent surfaces. The soil surface shall be sufficiently firm to resist impressions over 1/4 inch deep, and shall be lightly rolled until meeting this firmness. The top 6-8 inches of soil shall be watered until this zone has an optimum moisture content for root growth.

Fertilization: Follow Existing Soils Report recommendations for amendments and fertilization.

Installation: Sod shall be laid in rows with staggered ends neatly and tightly butted on all edges. Harvesting netting shall be removed upon installation. Sod shall be protected from wind and sun exposure during storage, with a maximum storage period of twenty-four hours. No overlap, gaps, ripples, or other uneven placement will be accepted. Lightly roll sod after installation to insure optimum contact with the soil. Trimming and cutting around structures shall be completed with sharp tools and carefully fitted so the final appearance is a solid, continuous turf.

Establishment Watering / Mowing: Follow sod grower's specifications.

Rolling: The field sod shall be allowed to grow for a minimum of two weeks before rolling. Roll both in length and width.



HEADER BOARD

Alignment and grade of header boards shall be staked and limited to accurately reflect the plan layout prior to commencing work. After approval by the Engineer, header boards shall be assembled to form well crafted and securely constructed lines.

1. Do not stake boards on one side only, unless against paving.

Wood header board shall have straight-line joints less than three feet long; curved-line joints being laminated in a staggered pattern with ends no closer than 18 inches.

1. Stakes shall be not further than five feet on center at all ends, splices and joints.
2. All joints shall be spliced with 2 x 4 x 24" with top of splice plate 1" below top of header.
3. Stakes shall be located at all ends, joints, and splices. All nails shall be clinched over.

Backfill all header boards prior to paving operations. Protect and repair all damaged header boards prior to final acceptance.

MULCH

Install mulch to a minimum depth after settling / natural compaction of two (2) inches – see the Drawings for areas to be covered. See finish grading in Specification Section Soil Preparation.

MAINTENANCE

See Specification Section Landscape Maintenance

CLEAN UP

After completion of all operations, remove all trash, excess soil and other debris. All walks, walls, and pavement shall be swept and washed clean. Leave the entire area in a neat, orderly condition.

SITE FURNISHINGS

PART 1 - GENERAL

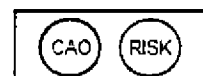
RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

DESCRIPTION OF WORK

Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of Site Furnishings as shown on the Drawings and as specified in this Section. The work includes all miscellaneous hardware, foundations, footings and miscellaneous appurtenances associated with the installation. Items to be installed include:

1. Picnic Table
2. BBQ
3. Bench
4. Drinking Fountain



Related work includes but is not limited to:

1. Site Concrete
2. D.G. Paving

STANDARDS

Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of: he State of California Department of Transportation (CALTRANS) Standard Specifications, latest edition, except for measurement and payment requirements.

Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods.

Applicable ISO Testing Standards (latest revisions) as they apply to this work.

SUBMITTALS

Product Data: Submit Product Data for review and approval for all site furnishings and accessories.

Shop Drawings: Submit Shop Drawings for review and approval for all site furnishings and accessories. Show all locations, markings, quantities, materials, sizes, and shapes and indicate all methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trades.

Maintenance Data: At Substantial Completion submit maintenance information for site furnishings and accessories where applicable for inclusion in the Owner's maintenance manuals.

QUALITY ASSURANCE

Manufacturer's Instructions: Materials, products, processes, equipment or the like shall be installed or applied in strict accordance with printed instructions furnished by the manufacturer of the material for use under conditions similar to those at the job site.

Perform all work in accordance with all applicable State and local laws, codes and regulations.

DELIVERY, STORAGE & HANDLING

Delivery & Handling: Transport, store and handle precast units and manufactured items in a manner to avoid hairline cracks, staining or other damage.

Storage & Protection Store units free of the ground and protected from mud or rain splashes. Cover units, secure covers firmly, and protect the units from dust, dirt or other staining material.

PART 2 - PRODUCTS

FURNISHINGS

Picnic Table

Manufacturer: DuMor

Model #: 76-44PL

Description: Surface mounted

Finish / color: Cedar color

Distributor/Contact: Ross Recreation (855) 892-3240

BBQ Grill

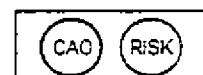
Manufacturer: DuMor

Model #: 24-00

Description: Post mounted with footing

Finish / color: Black

Distributor/Contact: Ross Recreation (855) 892-3240



Bench
Manufacturer: DuMor
Model #: 11-60PL
Description: Surface mounted
Finish / color: Cedar color
Distributor/Contact: Ross Recreation (855) 892-3240

Drinking Fountain
Manufacturer: Haws
Model #: 3380
Description: Barrier free steel pedestal fountain
Finish / color: Green powder coated galvanized steel
Distributor/Contact: (888) 640-4297

EXECUTION

GENERAL

Review and Adjustment: All site furnishings shall be located as shown on the Drawings. Review all site furnishing locations prior to proceeding with any installation. Adjustments shall be made as approved by the Engineer.

Embedment: It is the intent of the Drawings that all embedded site furnishings be installed in concrete paving areas prior to the concrete pour. Furnishings shall be completely protected during the concrete pour. Furnishings damaged due to the concrete pour shall be replaced at the discretion and to the satisfaction of the Engineer, and not repaired or cleaned.

Scheduling: Schedule the receiving of equipment in conjunction with the concrete pour. Any block outs of concrete pour due to scheduling conflicts shall be approved by the Engineer and shall be included in this contract. Finish of any block out areas shall match adjacent paving.

INSTALLATION

Site Furnishings: Shall be installed per manufacturer's recommendations and as shown on the Drawings and as specified herein.

1. Water supply shall be provided to the drinking fountains per the Drawings. See Specification Section Domestic Water.
2. Sanitary sewer shall be provided from the drinking fountains per the Drawings and shall comply with all relevant State and local health codes.

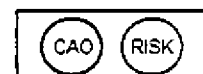
Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

Set all work true and square, plumb and level. Provide spacers under furniture to level as acceptable to Owner's Representative.

CLEAN-UP

After completion of all operations, remove all trash, excess soil and other debris. All walks, walls, and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

END OF SECTION



APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR
**MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES
(32N1617)**

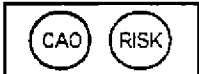
Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Bid Bond	_____
4. Declaration of Bidder	_____
5. Acknowledgement of Addenda (if applicable)	_____
6. Bidder's Statement of Qualifications	_____
7. Subcontractor's List	_____
8. Noncollusion Declaration	_____
9. Debarment and Suspension Certification	_____
10. Certification of Workers' Compensation Insurance	_____
11. Certification Regarding Equal Employment Opportunity	_____
12. Exhibit 15-G Construction Contract Commitment	_____
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	_____
14. Disclosure of Lobbying Activities (if Applicable)	_____
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	_____
16. Section 3 Certification	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: _____
Company Name
Signature
Date



**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(35C1553C, 35C1555, 41C1650, 41C1551)**

CITY OF MONTEREY

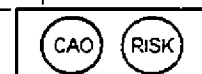
PROPOSAL

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Construction Surveying	1	LS		
4	Earthwork	180	CY		
5	Demolition and Disposal, Concrete Curb and Gutter	18	LF		
6	Demolition and Disposal, Concrete Sidewalk	1,326	SF		
7	Demolition and Disposal, Asphalt Basketball Court	370	CF		
8	Clear & Grub	3,450	SF		
9	Construct Concrete Sidewalk (City Detail No. 111 R)	2,007	SF		
10	Construct Concrete Residential Sidewalk Crossing (City Detail No. 108R)	100	SF		
11	Construct Concrete Curb & Gutter (City Detail No. 100 R)	4	LF		
12	Vertical Concrete Curb	30	LF		
13	Construct Concrete Basketball Court, 3 1/2 Inch Thickness	3,008	SF		
14	Construct Concrete Basketball Court, 5 1/2 Inch Thickness	2,149	SF		
15	Aggregate Base (4" thick, Class II)	5,157	SF		
16	Pavement Marking, Basketball Court (Paint)	1	LS		
17	Basketball Court Poles and Backboards	1	LS		



18	New ADA Compliant Picnic Table	2	EA		
19	New ADA Compliant Bench	4	EA		
20	New Drinking Fountain for ADA Compliance	1	LS		
21	New Barbecue Pits	2	EA		
22	Lighting Control Panel "LCP"	1	EA		
23	Light Fixture Type "XA" (Pole & Concrete Base Included)	4	EA		
24	Light Fixture Type "XB" (Pole & Concrete Base Included)	2	EA		
25	In-Grade Pull Boxes	9	EA		
26	1 ½" EMT	20	LF		
27	1 ¼" PVC Schedule 40	190	LF		
28	¾" PVC Schedule 40	380	LF		
29	Conductor - #8 AWG (THHN/THWN)	1220	LF		
30	Conductor - #10 AWG (THHN/THWN)	610	LF		
31	Electrical Conduit Excavation and Trenching	485	LF		
32	Irrigation	1	LS		
33	Tree Planting	26	EA		
34	6' Chain Link Fence	26	LF		
35	Concrete Planter Wall	44	LF		
36	Bioretention Medium and Planting	378	SF		
37	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 37) (In Words) <hr/> <hr/>					(In Figures) \$



ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
38	Soil Preparation	8,000	SF		
39	Sod	6,000	SF		
40	Header Board	395	LF		
41	Landscape Maintenance	1	LS		
42	Clear & Grub	6,000	SF		
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 38 THROUGH 42) (In Words) _____ _____					(In Figures) \$

ADDITIVE ALTERNATIVE #2

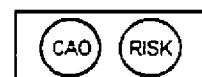
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
43	Mulch	5,900	SF		
44	Decomposed Granite Paving	7,600	SF		
45	Header Board	115	LF		
46	Clear & Grub	11,250	SF		
47	Earthwork	120	CY		
TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 43 THROUGH 47) (In Words) _____ _____					(In Figures) \$

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 47) (In Words) _____ _____	(In Figures) \$
--	----------------------------------

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 47).



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

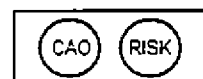
Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title



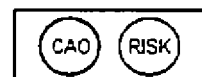
ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

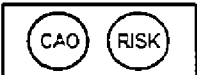
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

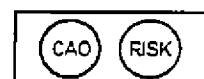
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



SUB-CONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

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 this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

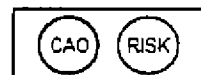
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the **City of Monterey** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES PROJECT (32N1617)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

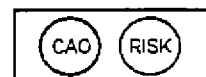
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

(Contractor Name)

By: _____
(Signature)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.	
Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code):	
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Compliance Reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> YES <input type="checkbox"/> NO	
4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name and Title of Signer (please type)	
Signature	Date

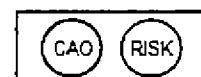


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

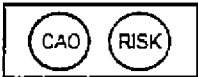
1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section		15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective Item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Local Agency Representative's Signature _____	26. Date _____	16. Preparer's Signature _____	17. Date _____
27. Local Agency Representative's Name _____	28. Phone _____	18. Preparer's Name _____	19. Phone _____
29. Local Agency Representative's Title _____		20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

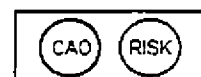
<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:



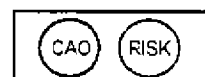
F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<hr/>	<hr/>	<hr/>
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

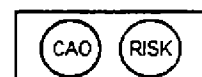


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI).</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



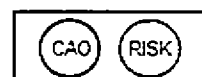
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



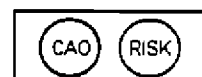
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



APPENDIX B: HUD FORM 4010



Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv), also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

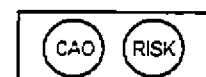
(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

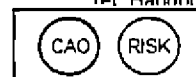
3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete:



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

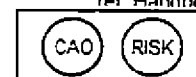
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

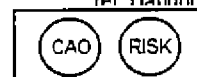
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

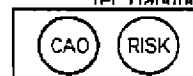
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



APPENDIX C: SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968



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APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701a; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions**§ 135.1 Purpose.**

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701a) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

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expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

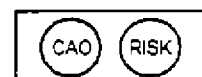
(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds—(1) No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance—(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.



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(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

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

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

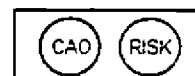
Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection



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with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

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Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

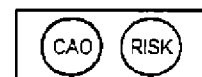
Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701n).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or



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(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in §135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See §135.40. *Section 3 resident* means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that



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such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

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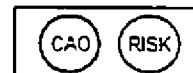
not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.



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(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

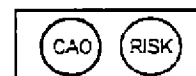
(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a-276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates. HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended



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by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in §135.5) and their contractors and

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subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

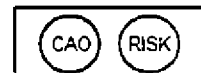
(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;



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(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations*. (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

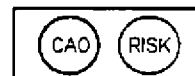
(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30:

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part: assist



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local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

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located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

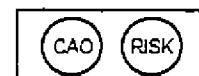
(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments



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for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR



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part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (11) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

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management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to, the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

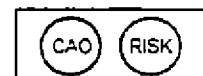
(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]**Subpart D—Complaint and Compliance Review****§ 135.70 General.**

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this



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part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

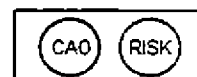
§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.



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Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

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omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint—(1) Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete

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information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

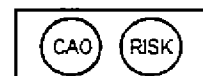
(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of



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complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

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made available to the recipient or contractor.

APPENDIX TO PART 135**1. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents**

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

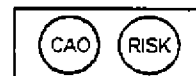
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1, or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2



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persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 136), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

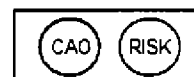
(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.



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(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than

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\$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

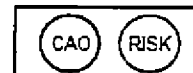
- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:



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(l) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	8% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and sub-contracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

- Sec.
- 146.1 Purpose of the Age Discrimination Act of 1975.
- 146.3 Purpose of HUD's age discrimination regulation
- 146.5 Applicability of part.
- 146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

- 146.11 Scope of subpart.
- 146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

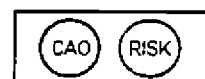
- 146.21 General responsibilities.
- 146.23 Notice of subrecipients.
- 146.25 Assurance of compliance and recipient assessment of age distinctions.
- 146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

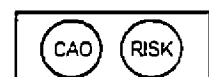
- 146.31 Compliance reviews.
- 146.33 Complaints.
- 146.35 Mediation.
- 146.37 Investigation.
- 146.39 Enforcement procedures.
- 146.41 Prohibition against intimidation or retaliation.



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APPENDIX D: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS



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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

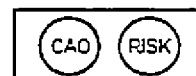
In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

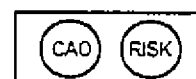
a. The records kept by the contractor shall document the following:

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

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

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

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



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

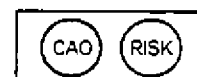
b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form-WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

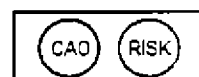
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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



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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

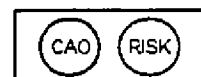
The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

.....

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

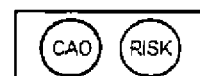
1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

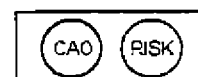
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

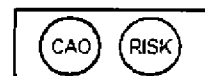
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



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APPENDIX E: DAVIS-BACON ACT (JULY 2005)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and
(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

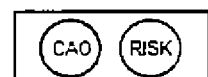
(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; 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 period.



(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The City shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the City to the Administrator of the:

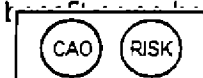
Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit of an hourly



cash equivalent thereof.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The City will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

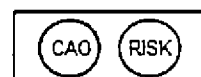
(c) *Withholding for unpaid wages and liquidated damages.* The City will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the City will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the City or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the City or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.



APPRENTICES AND TRAINEES (JULY 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

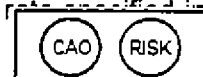
(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the



applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

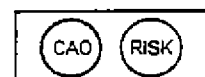
(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the—

Superintendent of Documents
U.S. Government Printing
Office Washington, DC 20402



The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

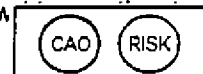
(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the City or authorized representatives of the City or the Department of Labor. The Contractor or subcontractor shall permit the City or representatives of the City or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

WITHHOLDING OF FUNDS (FEB 1988)

The City shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the City may, after written notice to the



Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

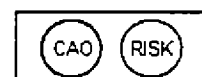
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination—Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the City a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.



(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the City an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. 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.

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

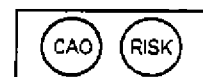
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract

CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

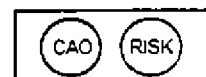
(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



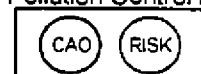
APPENDIX F: ADDITIONAL REGULATIONS

Agency and Contractor agree to comply with all applicable state and local codes, ordinances and other applicable laws and with all applicable program requirements prescribed by the City and CDBG and to any amendments hereafter to CDBG program guidelines and requirements. These include, but are not limited to the following:

1. The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4006), regulations under 44 CFR, Parts 59 – 79, and the Coastal Barrier Resources Act (16 U.S.C. 3601).
2. The regulations of 24 CFR, Part 58 furthering the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321), and applicable related environmental authorities at 24 CFR, Part 50.4, and HUD's implementing regulations at 24 CFR, Part 50.
3. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR, Part 100, Part 109, and Part 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR, Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1, Section 109 of title I of the Housing and Community Development Act of 1974 as codified in 24 CFR, Part 6, and will affirmatively further fair housing.
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance.
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities, the Architectural Barriers Act of 1968 (42 U.S.C. 4151–4157) which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people, and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection With Assisted Projects), and with implementing regulations at 24 CFR 135.
7. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.
8. Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by minority- and women-owned business enterprises.
9. The policies, guidelines, and requirements, as applicable, of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - a. A-87
 - b. A-110
 - c. A-122
 - d. A-133.
10. The Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace.
11. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR, Part 35, under which Section 35.115 exempts residential property that is reserved exclusively for persons with disabilities with no child less than six years of age residing or expected to reside in such housing.



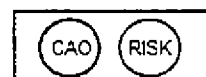
12. Conflict of interest provisions referred to in Section 530 of the Notice of Program Guidelines 56 F.R. 4458 and 24 CFR 85.36 and 24 CFR 84.42, which provide that no person who is an employee, agent, consultant, officer, or elected or appointed official of the entity and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
13. The requirements of Section 104(d) of the Housing and Community Development Act of 1974, if applicable, or the requirements of the Uniform Relocation Act (42 U.S.C. 4601-4655).
14. The requirements of Title VI of the Civil Rights Act of 1964 (78 Statute 252). Grantee also agrees not to discriminate upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin in the sale, lease, rental use or occupancy of the real property rehabilitated with the assistance of this grant. The United States of America shall be deemed to be a beneficiary of this provision both for its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or equity or any other proper proceedings to enforce the curing of such breach.
15. The requirements and terms of federal laws and regulations pertaining to labor standards under Section 110(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), including but not limited to the Copeland "Anti-Kickback" Act and the Davis-Bacon Act under which Grantee, all contractors and subcontractors engaged in contracts in excess of \$2,000 are subject to the federal labor standards provision which govern the payment of wages, the ratio of apprentices and trainees to journeymen, and the payment of overtime compensation in accordance with and subject to the Contract Work Hours and Safety Standards Act (40 USC 327-332).
16. NOTE: Apprentice or trainees cannot be paid unless the apprentice or training program is certified by the State Bureau of Apprenticeship and Training. If apprentices or trainees are to be used, the contractor must provide the Agency with a copy of the State certification of the program.
17. The requirements set forth in 24 CFR, Part 5 regarding the prohibition of use of Debarred, suspended, or ineligible contractors and participants.
18. Executive order 12372 for the planning or construction (reconstruction and installation) of water and sewer lines connecting a structure to the lines in the public right-of-way or easement.
19. Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
20. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
21. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
22. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as

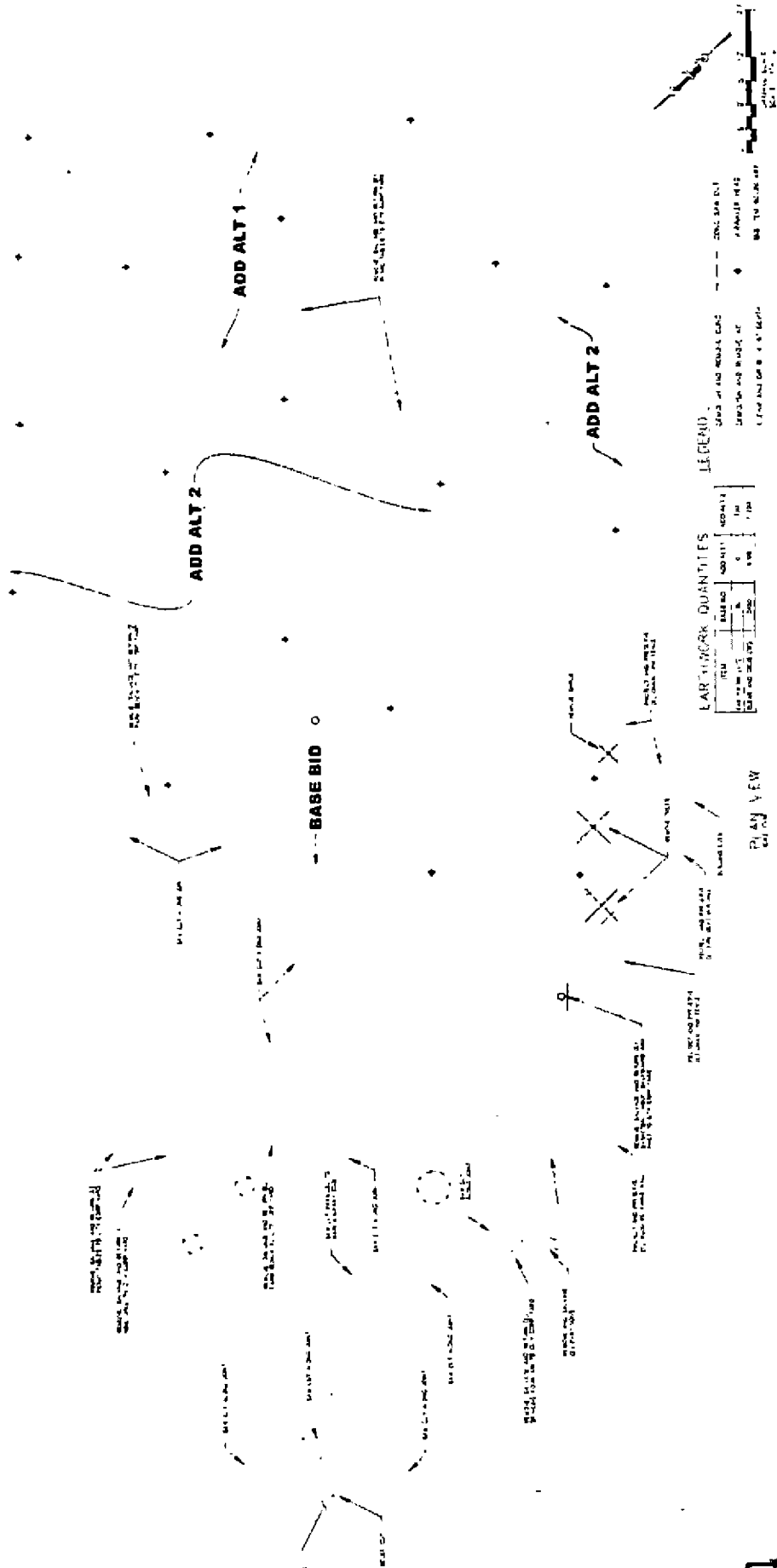


amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

24. Procurement of recovered materials.- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.





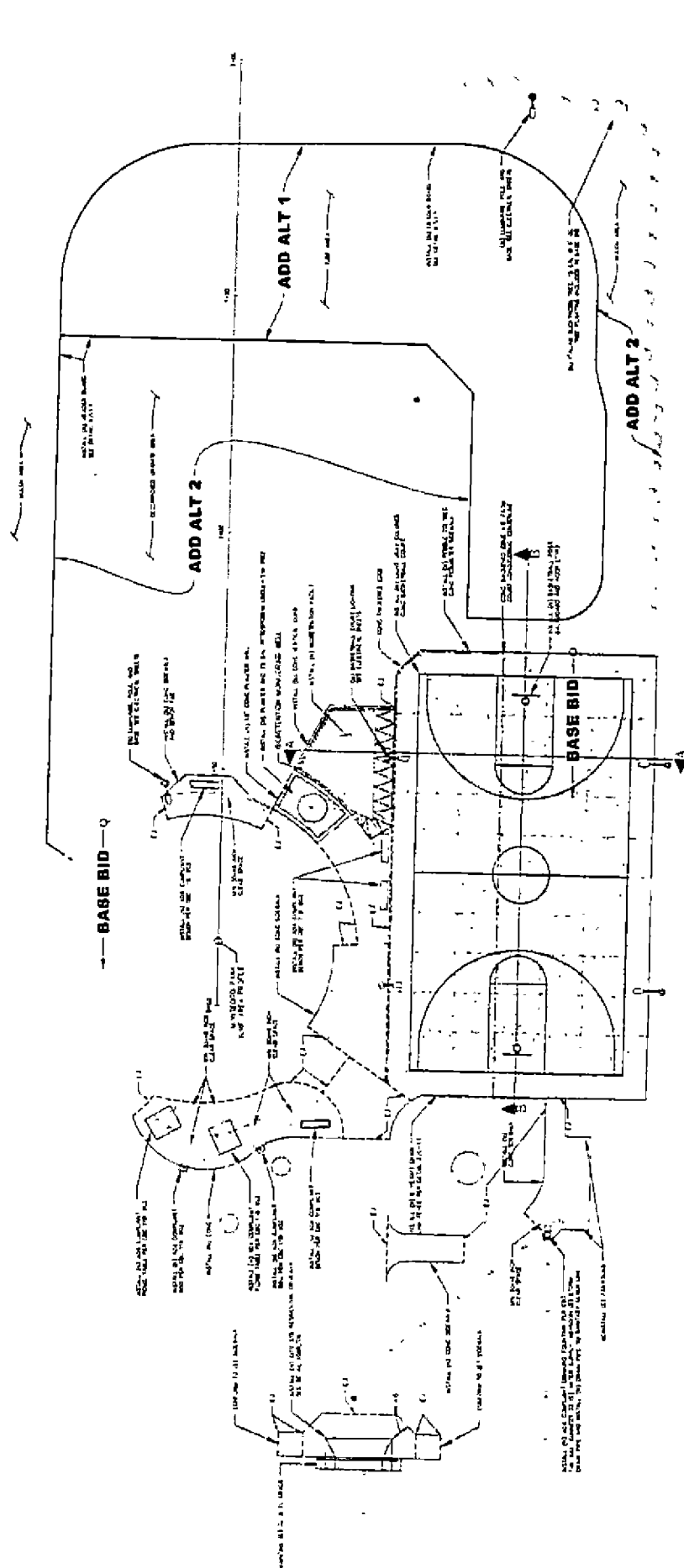
MONTECITO PARK SAFETY IMPROVEMENTS
 DEMOLITION PLAN

DATE	NO. OF SHEETS
SCALE	BY
DESIGNED BY	CHECKED BY
DATE	DATE
PROJECT NO.	DATE



CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 180 PACIFIC STREET, MONTEREY, CA 93940
 TEL. 831-643-3811 - WEBSITE: WWW.MONTEREY.ORG

CAO RISK



LEGEND

- CONCRETE
- METAL
- NEW BOUNDARY
- CONC. CURB/RETAINMENT WALL
- CONC. LANDSCAPE CURB
- CONC. SIDEWALK

PLAY VIEW

Scale: 1" = 10'

North Arrow

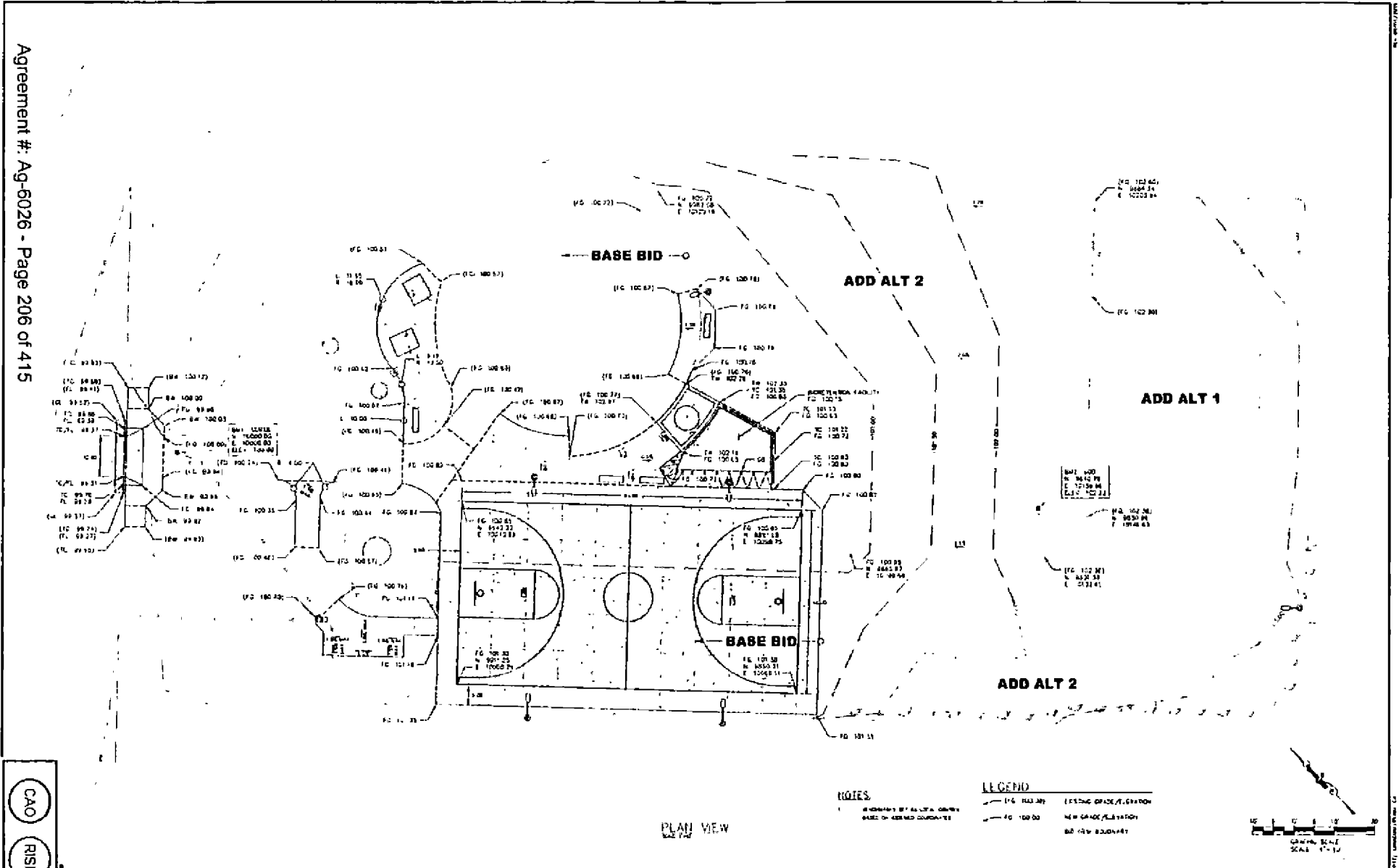
CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 540 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831 846 3871 WEBSITE: WWW.MONTEREY.ORG

MONTECITO PARK SAFETY IMPROVEMENTS
 (CON-1517)
 CONSTRUCTION PLAN

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 10'

CAO RISK

Agreement #: Ag-6026 - Page 206 of 415

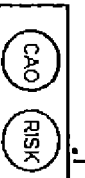
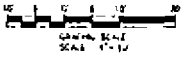


PLAN VIEW

NOTES:
 1. ELEVATIONS BY 66' LEV. CONTROL
 BASED ON ASSUMED CORNERS

LEGEND

— FG 100.00	EXISTING GRADE/STATION
— FG 100.00	NEW GRADE/STATION
— FG 100.00	NEW ELEVATION



CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL 831 646 3921 WEBSITE: WWW.MONTEREY.ORG

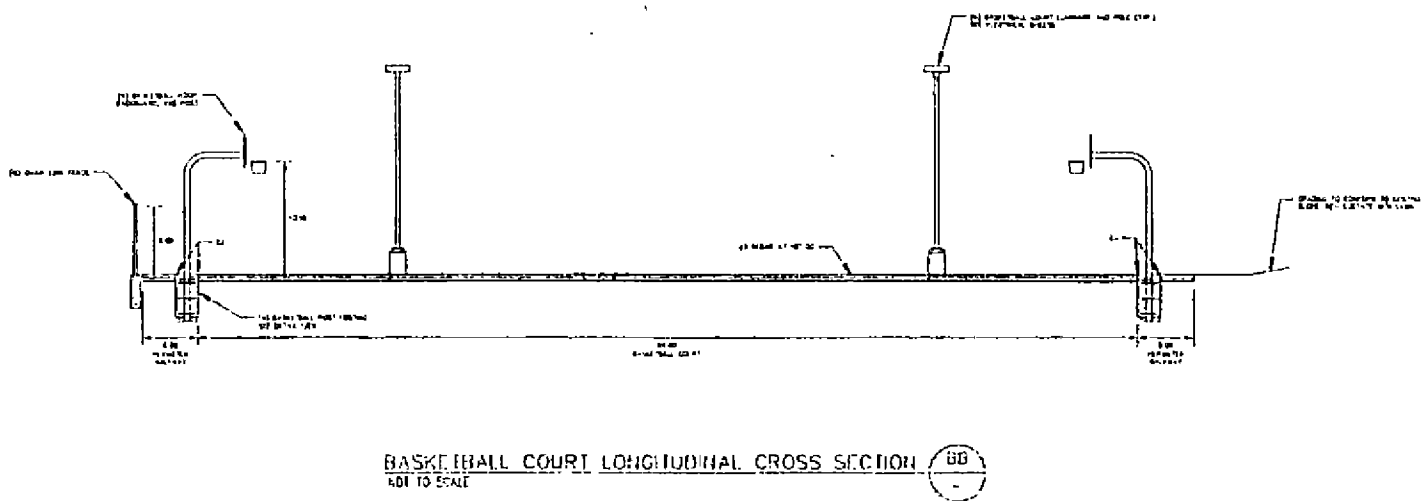
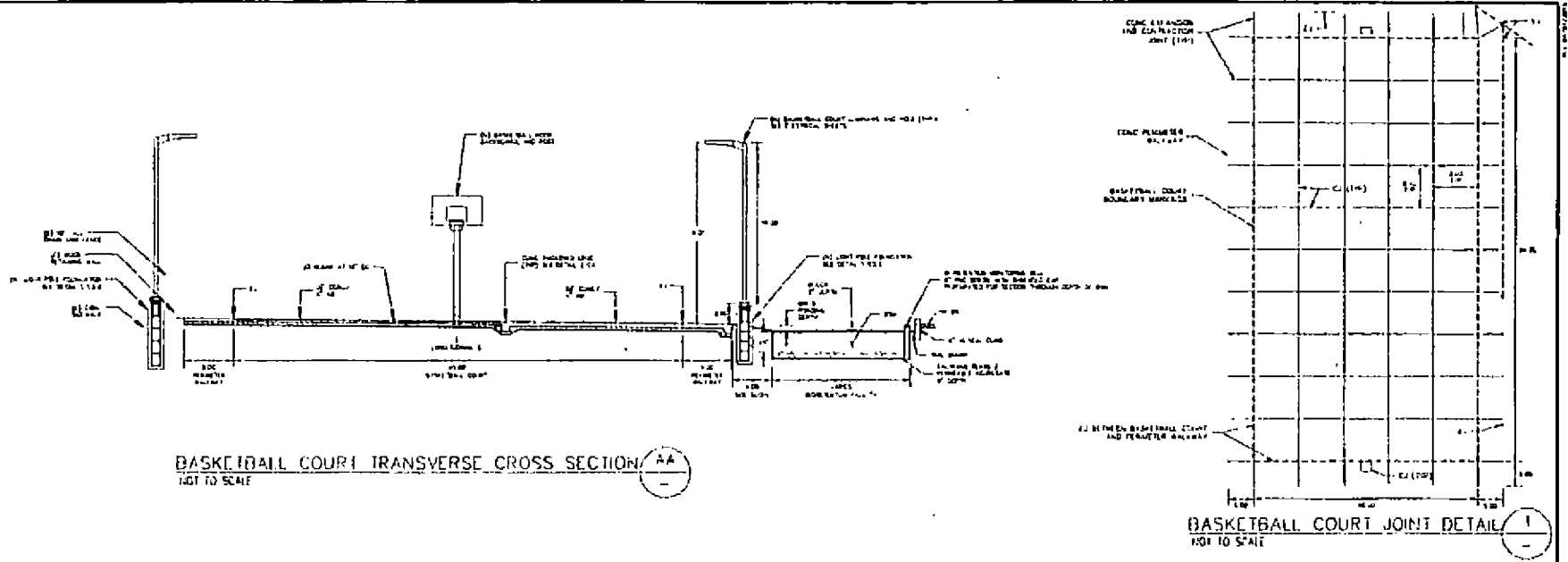


DESIGNED BY	DATE	REVISION
CHECKED BY		
APPROVED BY		
DATE		

MONTECITO PARK SAFETY IMPROVEMENTS
 (2201617)
 GRADING PLAN

NOV 6 2014
 C-4

Agreement #: Ag-6026 - Page 207 of 415



CAO
RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 657 646 5921 WEBSITE: WWW.MONTEREY.ORG

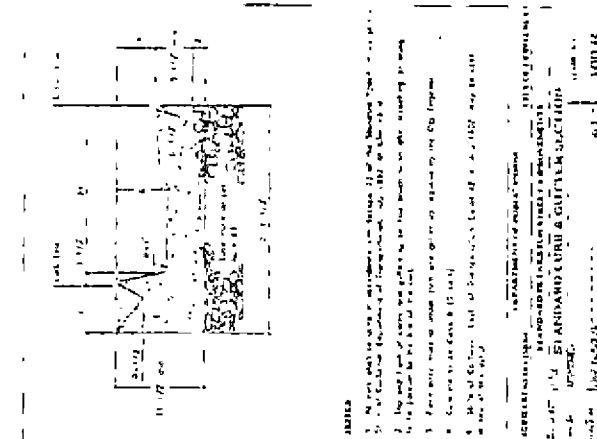


NO.	DATE	REVISION

MONTECITO PARK SAFETY IMPROVEMENTS
 (2020.MAY)

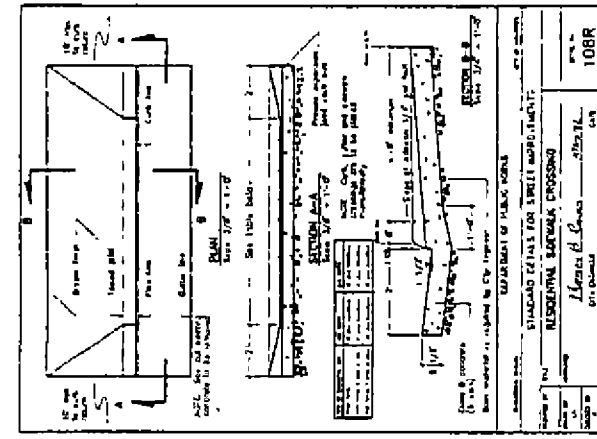
BASKETBALL COURT CROSS SECTIONS

DATE: 11-10-20
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
C-5
 10/11/2020

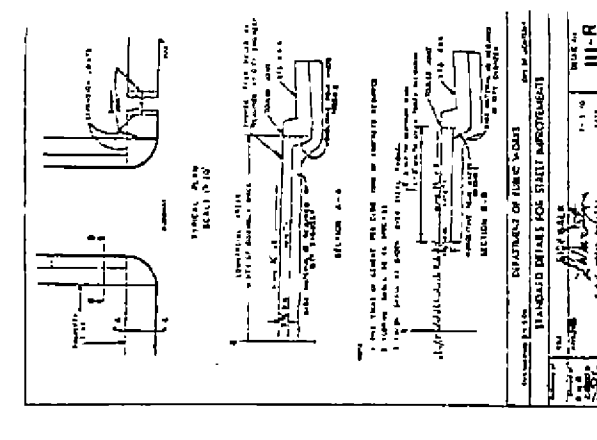


- NOTES:**
1. SEE SHEET 1008 FOR THE LOCATION OF THE MONTECITO PARK...
 2. THE PROPOSED IMPROVEMENTS TO THE MONTECITO PARK...
 3. THE PROPOSED IMPROVEMENTS TO THE MONTECITO PARK...
 4. THE PROPOSED IMPROVEMENTS TO THE MONTECITO PARK...
 5. THE PROPOSED IMPROVEMENTS TO THE MONTECITO PARK...
 6. THE PROPOSED IMPROVEMENTS TO THE MONTECITO PARK...

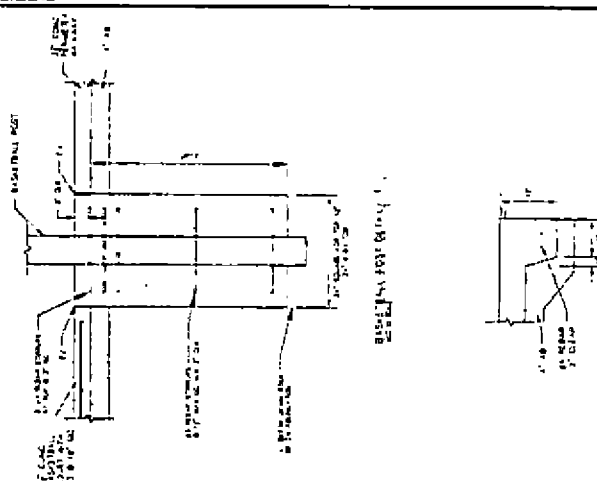
DEPARTMENT OF PUBLIC WORKS	
PROJECT NO.	1008
PROJECT NAME	MONTECITO PARK CROSSING
DATE	10/11/11
BY	ALAN D. GARDNER
CHECKED BY	ALAN D. GARDNER
SCALE	AS SHOWN



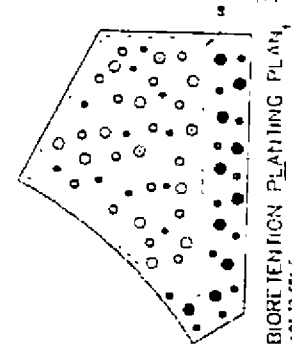
DEPARTMENT OF PUBLIC WORKS	
PROJECT NO.	1008
PROJECT NAME	MONTECITO PARK CROSSING
DATE	10/11/11
BY	ALAN D. GARDNER
CHECKED BY	ALAN D. GARDNER
SCALE	AS SHOWN



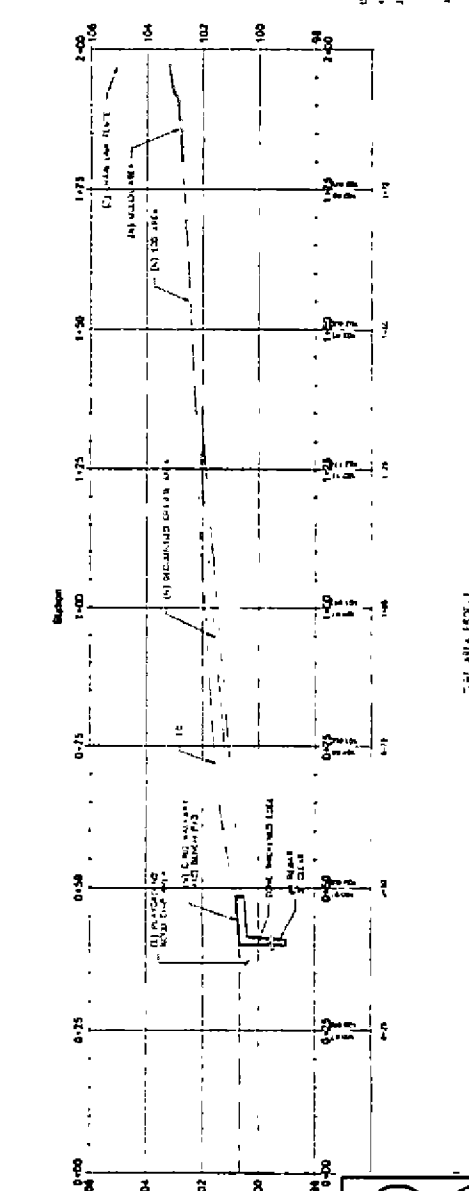
DEPARTMENT OF PUBLIC WORKS	
PROJECT NO.	1008
PROJECT NAME	MONTECITO PARK CROSSING
DATE	10/11/11
BY	ALAN D. GARDNER
CHECKED BY	ALAN D. GARDNER
SCALE	AS SHOWN



DEPARTMENT OF PUBLIC WORKS	
PROJECT NO.	1008
PROJECT NAME	MONTECITO PARK CROSSING
DATE	10/11/11
BY	ALAN D. GARDNER
CHECKED BY	ALAN D. GARDNER
SCALE	AS SHOWN



BIORRETENTION PLANNING PLAN, 3	
DATE	10/11/11
BY	ALAN D. GARDNER
CHECKED BY	ALAN D. GARDNER
SCALE	AS SHOWN



MONTECITO PARK SAFETY IMPROVEMENTS
(100810)

CIVIL DETAILS

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831-846-3921 WEBSITE: WWW.MONTEREY.ORG

CAO RISK

EROSION AND SEDIMENT CONTROL GENERAL NOTES

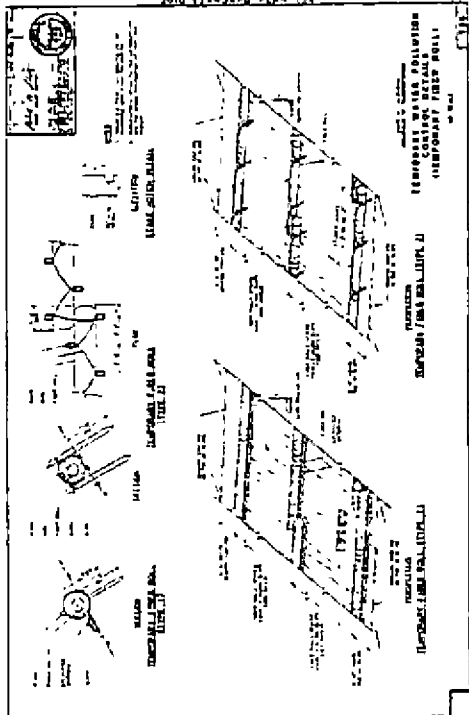
1. BEST MANAGEMENT PRACTICES (BMP) IS A BRANCH OF THE FOLLOWING BMP'S ARE REQUIRED BY CHAPTER 17.0 OF THE MONTECITO MUNICIPAL CODE AND ARE APPLICABLE TO THE CONSTRUCTION ACTIVITIES PLANNED. VERIFY ALL OF THE BIDDING SPECIFICATIONS AND REFERENCES ON THE BIDDING DOCUMENTS AS APPLICABLE.
2. WEATHER MEASUREMENTS: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN WEATHER DATA FROM A LOCAL WEATHER STATION. WEATHER DATA SHOULD BE OBTAINED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION. WEATHER DATA SHOULD BE OBTAINED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION. WEATHER DATA SHOULD BE OBTAINED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION.
3. VEGETATION PROTECTION: PROTECT ALL EXISTING VEGETATION AND TREES FROM CONSTRUCTION ACTIVITIES. VEGETATION PROTECTION SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. VEGETATION PROTECTION SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. EROSION CONTROL: EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
5. SEDIMENT CONTROL: SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. STORMWATER MANAGEMENT: STORMWATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. STORMWATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



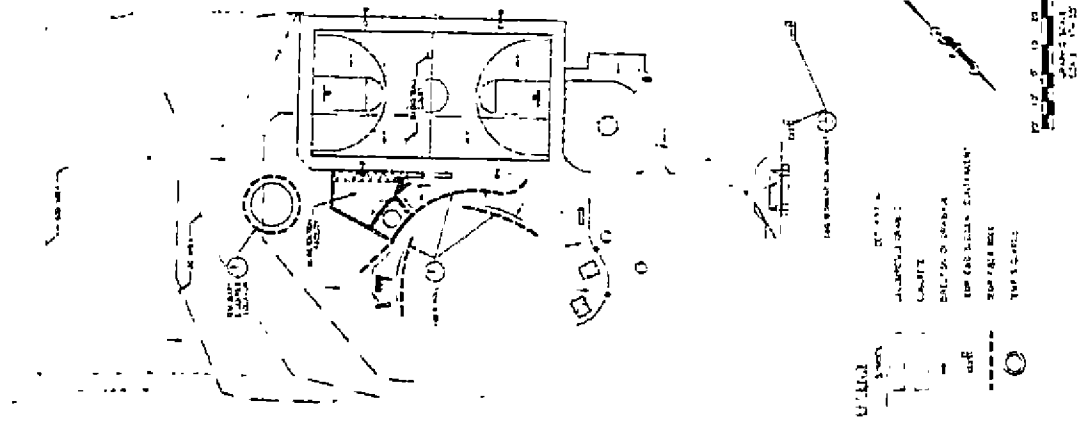
DEPTH	WIDTH	LENGTH	AREA
1.5'	1.5'	1.5'	2.25
1.5'	1.5'	3.0'	4.5
1.5'	1.5'	4.5'	6.75
1.5'	1.5'	6.0'	9.0
1.5'	1.5'	7.5'	11.25
1.5'	1.5'	9.0'	13.5
1.5'	1.5'	10.5'	15.75
1.5'	1.5'	12.0'	18.0
1.5'	1.5'	13.5'	20.25
1.5'	1.5'	15.0'	22.5
1.5'	1.5'	16.5'	24.75
1.5'	1.5'	18.0'	27.0
1.5'	1.5'	19.5'	29.25
1.5'	1.5'	21.0'	31.5
1.5'	1.5'	22.5'	33.75
1.5'	1.5'	24.0'	36.0
1.5'	1.5'	25.5'	38.25
1.5'	1.5'	27.0'	40.5
1.5'	1.5'	28.5'	42.75
1.5'	1.5'	30.0'	45.0

1. ALL SAND MUST BE ABOUT 20% SILT. SILT MUST BE PAID IN THE BOTTLES. 2. PLACE TWO ON EACH SIDE OF THE SAND. 3. SAND MUST BE MAINTAINED AT ALL TIMES. 4. SAND MUST BE MAINTAINED AT ALL TIMES.

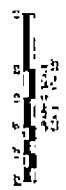
CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEM



TEMPORARY WATER POLLUTION CONTROL SYSTEMS



- 1. SILT FENCE
- 2. SILT TRAP
- 3. SILT TRAP WITH SAND
- 4. SILT TRAP WITH SAND AND MULCH
- 5. SILT TRAP WITH SAND AND MULCH AND GEOTEXTILE
- 6. SILT TRAP WITH SAND AND MULCH AND GEOTEXTILE AND MULCH
- 7. SILT TRAP WITH SAND AND MULCH AND GEOTEXTILE AND MULCH AND MULCH
- 8. SILT TRAP WITH SAND AND MULCH AND GEOTEXTILE AND MULCH AND MULCH AND MULCH
- 9. SILT TRAP WITH SAND AND MULCH AND GEOTEXTILE AND MULCH AND MULCH AND MULCH AND MULCH
- 10. SILT TRAP WITH SAND AND MULCH AND GEOTEXTILE AND MULCH AND MULCH AND MULCH AND MULCH AND MULCH



<p>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 680 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.648.3911 WEBSITE: WWW.MONTEREY.ORG</p>		<p>MONTECITO PARK SAFETY IMPROVEMENTS (201919) EROSION AND SEDIMENT CONTROL PLAN</p>		<p>C-7 SHEET 18</p>
<p>DATE: 08/15/2019 TIME: 10:00 AM DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>		<p>DATE: 08/15/2019 TIME: 10:00 AM DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>		<p>SCALE: 1" = 10'-0"</p>



Multiple copies of a form titled "MONTICITO PARK SAFETY IMPROVEMENTS" and "CALIFORNIA ENERGY COMPLIANCE TITLE 24". The forms contain various sections for project information, compliance requirements, and project details. Each form includes a header with the project name and a table for tracking compliance items. The forms are arranged in a grid-like fashion across the page.

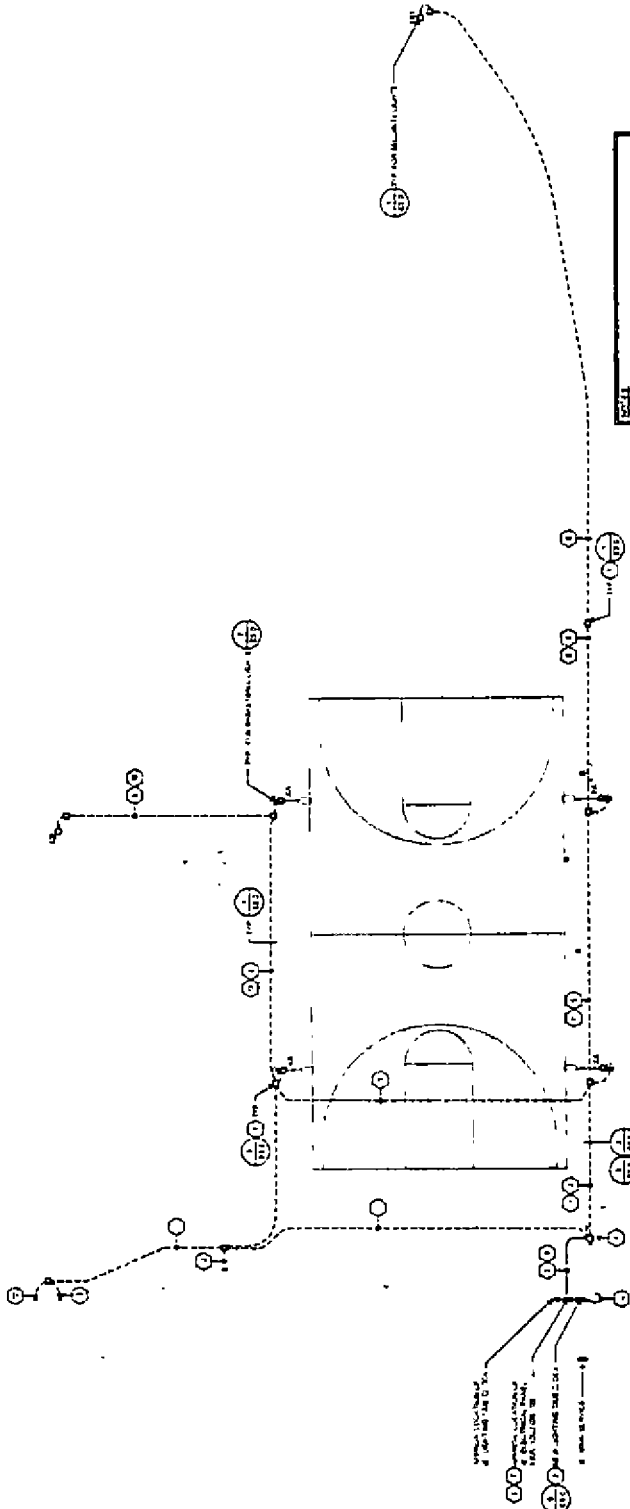
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93943
TEL: 831 682 3821 WEBSITE: WWW.MONTEREY.ORG

MONTICITO PARK SAFETY IMPROVEMENTS
201517
CALIFORNIA ENERGY COMPLIANCE TITLE 24

CAO RISK

SHEET NOTES

1. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
2. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
3. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
4. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
5. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
6. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
7. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
8. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
9. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
10. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
11. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
12. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
13. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
14. LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:



SCALE
 1" = 10'-0"
 1/4" = 10'-0"



<p>MONTECITO PARK SAFETY IMPROVEMENTS</p> <p>Electrical</p> <p>ELECTRICAL SITE PLAN</p>		<p>DATE: 08/11/11</p> <p>SCALE: 1" = 10'-0"</p>
<p>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 530 PACIFIC STREET, MONTEREY, CA 93940 TEL. 831.648.3821 WEBSITE WWW.MONTEREY.CA.GOV</p>	<p>PROJECT NO. 11111</p> <p>DATE 08/11/11</p> <p>SCALE 1" = 10'-0"</p>	<p>PROJECT NO. 11111</p> <p>DATE 08/11/11</p> <p>SCALE 1" = 10'-0"</p>

CAO RISK

FIXTURE TYPE 'XA' AND POLE

VIEW 6 (Diagram showing a light pole and fixture)

VIEW 7 (Diagram showing a light pole and fixture)

VIEW 8 (Diagram showing a light pole and fixture)

VIEW 9 (Diagram showing a light pole and fixture)

VIEW 10 (Diagram showing a light pole and fixture)

VIEW 11 (Diagram showing a light pole and fixture)

VIEW 12 (Diagram showing a light pole and fixture)

VIEW 13 (Diagram showing a light pole and fixture)

VIEW 14 (Diagram showing a light pole and fixture)

VIEW 15 (Diagram showing a light pole and fixture)

FIXTURE TYPE 'XB', 'XB1' AND POLE

VIEW 16 (Diagram showing a light pole and fixture)

VIEW 17 (Diagram showing a light pole and fixture)

VIEW 18 (Diagram showing a light pole and fixture)

VIEW 19 (Diagram showing a light pole and fixture)

VIEW 20 (Diagram showing a light pole and fixture)

VIEW 21 (Diagram showing a light pole and fixture)

VIEW 22 (Diagram showing a light pole and fixture)

VIEW 23 (Diagram showing a light pole and fixture)

VIEW 24 (Diagram showing a light pole and fixture)

VIEW 25 (Diagram showing a light pole and fixture)

VIEW 26 (Diagram showing a light pole and fixture)

VIEW 27 (Diagram showing a light pole and fixture)

VIEW 28 (Diagram showing a light pole and fixture)

VIEW 29 (Diagram showing a light pole and fixture)

VIEW 30 (Diagram showing a light pole and fixture)

VIEW 31 (Diagram showing a light pole and fixture)

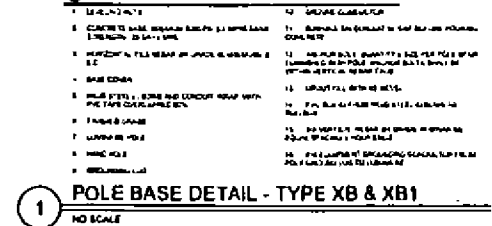
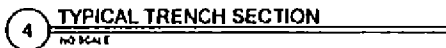
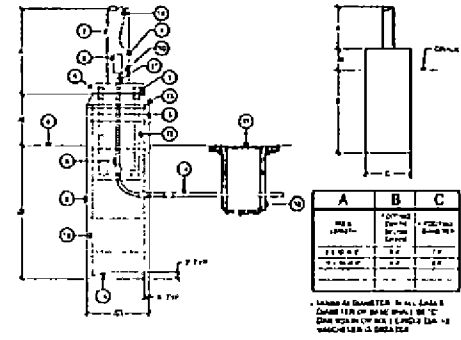
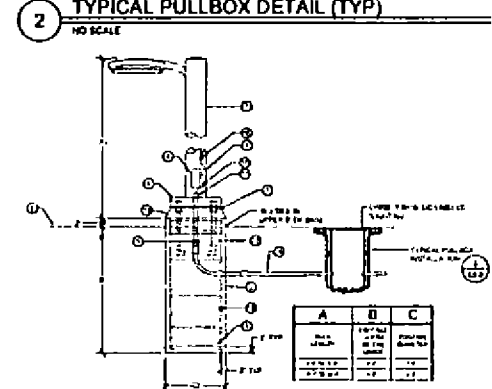
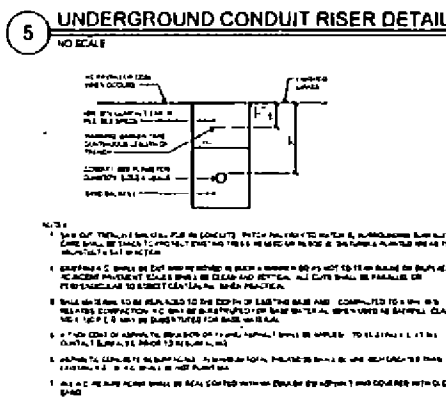
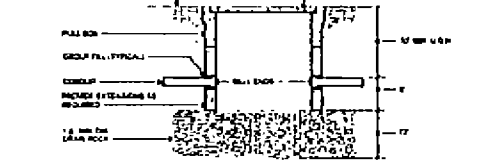
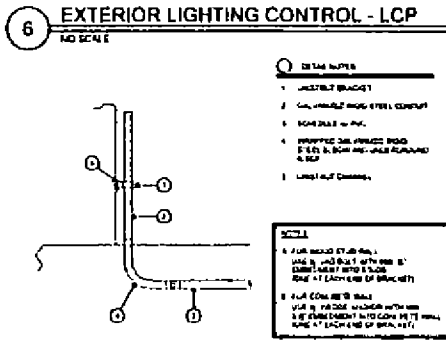
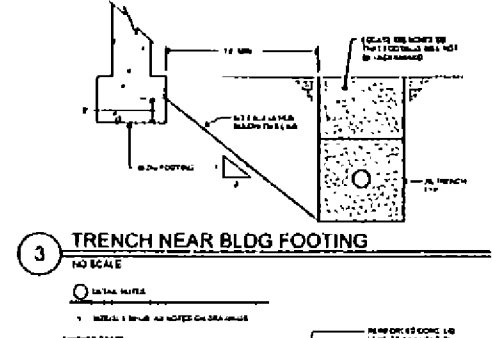
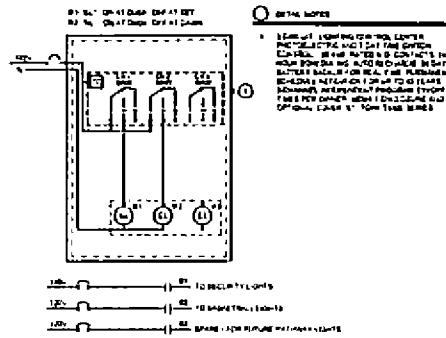
VIEW 32 (Diagram showing a light pole and fixture)

VIEW 33 (Diagram showing a light pole and fixture)

VIEW 34 (Diagram showing a light pole and fixture)

 CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 540 PALMIFIC STREET, MONTEREY, CA 93940 TEL. 831 648 3821 WEBSITE WWW.MONTEREY.ORG		PROJECT MONTECITO PARK SAFETY IMPROVEMENTS 3/24/17	DATE 4/10/17
		PROJECT # 01 648263	DATE 3/24/17
PROJECT MONTECITO PARK SAFETY IMPROVEMENTS 3/24/17		PROJECT # 01 648263	DATE 3/24/17
PROJECT MONTECITO PARK SAFETY IMPROVEMENTS 3/24/17		PROJECT # 01 648263	DATE 3/24/17
PROJECT MONTECITO PARK SAFETY IMPROVEMENTS 3/24/17		PROJECT # 01 648263	DATE 3/24/17
PROJECT MONTECITO PARK SAFETY IMPROVEMENTS 3/24/17		PROJECT # 01 648263	DATE 3/24/17

CAO RISK



CAO
RISK



PROJECT
MONTECITO PARK
Mesaquite, CA
Orange, CA 92667

REVISION
NO. 1

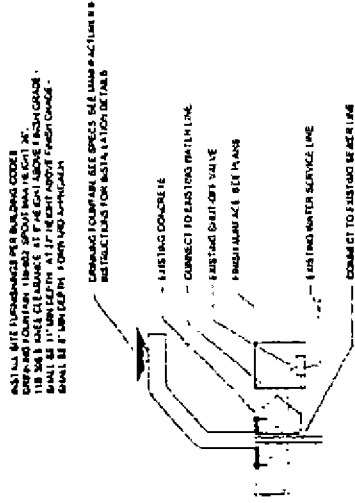
DATE

PROJECT NO. 17-18
SHEET NO. 10
DATE 08/20/18

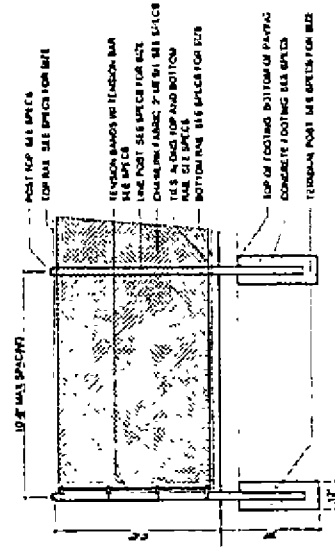
**CONSTRUCTION
DETAILS**

SCALE

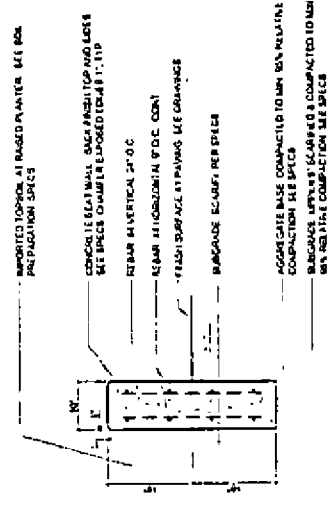
L-1.1



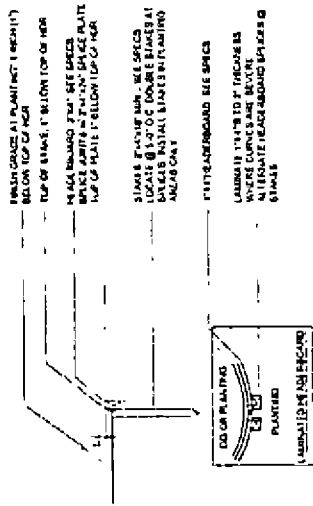
1 Drinking Fountain Head
N.T.S.



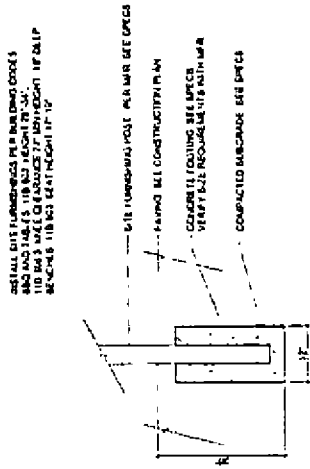
2 8\"/>N.T.S.



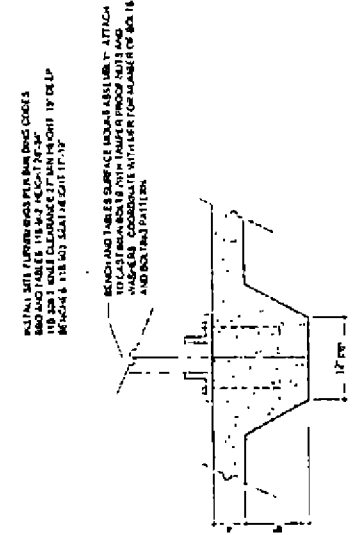
3 Concrete Panel Wall
1\"/>N.T.S.



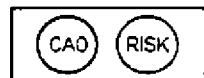
4 Headboard
N.T.S.



5 Site Furniture Footing Embedment
1\"/>N.T.S.



6 Site Furniture Surface Mount
N.T.S.



GENERAL NOTES

- 1. GENERAL NOTES**
- 2. VERIFICATION**
- 3. UTILITIES**
- 4. SCHEMATIC**
- 5. SPECIFICATIONS**
- 6. COORDINATE**
- 7. CATCH-BACK VALVE**
- 8. END VALVE**
- 9. SCHEDULING**

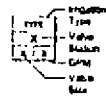
- 10. HEAD ALLOWANCE**
- 11. FIELD VERIFICATION**
- 12. VALVE LAYOUT**
- 13. POP-UP HEIGHT**
- 14. POP-UP LOCATION**
- 15. PRESSURE REGULATION**
- 16. FLUSH & CLEAN**

- REFERENCE NOTES**
- 1**
- 2**
- 3**
- 4**
- 5**

PIPE SIZING CHART - BONDVILLE #3

POINT SOURCE, DROP SUPPLY LINE S

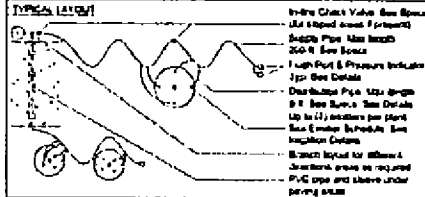
Flow Partial Zone	Flow Rate	Pipe Size
0.4 GPM		PVC 1/2"
0.113 GPM		PVC 1/2"
1.5 1/32 GPM		PVC 1/2"
2.2 1/32 GPM		PVC 1/2"
3.0 1/32 GPM		PVC 1/2"
4.0 1/32 GPM		PVC 1/2"
5.0 1/32 GPM		PVC 1/2"
6.0 1/32 GPM		PVC 1/2"



IRRIGATION POINT SOURCE (TYP. SCHEMATIC DIAGRAM)

EMITTER SCHEDULE

Flow Rate	Schedule
1 gal	1
15 gal	2
24 gal	4



LEGEND

SYMBOL	MANUFACTURER	DESCRIPTION
○	None	Main 1/2" 24" thread cover 80% class per specs. See Part for notes
○	None	Lateral Line / Drop / Injection Supply Line 1/2" x 1/2" cover, 24" under paving 80% class per Specs. See chart for size
○	None	PE 8 Haverd Control Valve Size as shown in plan
○	None	3/4" Quick Coupler Single Lug 2" x body balling cover
○	None	Full Port True Union PVC Ball Valve Line Size
○	None	Existing manhole to remain
○	None	Existing manhole to be abandoned until replaced

LEGEND - SPRINKLERS

SYMBOL	MANUFACTURER	MODEL DESCRIPTION	PSI	CFM	RAD	PRE-CIP
○	Hunter	MP100	43	0.20 FS	14'	0.45
○	Hunter	MP200	43	0.45 FS	20'	0.45
○	Hunter	MP300	43	0.9 FS	30'	0.45
○	Hunter	MP350	43	1.5 FS	50'	0.45

LEGEND - DRIP IRRIGATION

SYMBOL	MANUFACTURER	DESCRIPTION
○	None	POINT SOURCE 3/4" (6 1/2") 1/2" PE supply pipe w/ main ports & 1/2" (1/2") 1/2" PE distribution pipe. See drop irrigation typical legend notes. See hardsc. See Irrigation Details, Layouts, 1" 1/2" x 1/2" GPM pressure compensating w/ check valve. Subd Plot Spec Center

415



PROJECT: MONTECITO PARK, Denver, CO

DATE: 12/11/11

REVISION

PROJECT NO. 1070, SCALE: 1/4" = 1'-0"

IRRIGATION PLAN

DATE: 12/11/11

L-2.1





DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: December 12, 2016
TO: All Bidders
SUBJECT: Montecito Park Basketball Court, Turf, and ADA Upgrades Project
Bid proposals due on January 10, 2017
Sent Via: EbidBoard

Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Please refer to the following sections for revisions:

Please add the attached Appendix A, Page 23: "Section 3 Certification Instructions."

Specification Part IV, Page 2: "Time Limits," please add the following: "Receipt of lights and poles may occur outside of 60 calendar work schedule, and shall be installed within one week of delivery."

In response to questions received, please see the following clarification regarding Basketball Court Accessories:

The basketball pole and backboard shall be a gooseneck system, 4'- to 5' overhang, and includes heavy-duty braces to support the backboard. Steel backboard has an orange border on 12 gauge steel with graffiti-resistant, white powder coated finish, or equivalent.

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

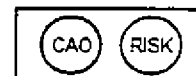
Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm, Tuesday, January 10, 2017.

If you have additional questions, please contact Jeff Krebs, P.E., by email at engineering-admin@monterey.org.

Sincerely,


Steve Wittry, P.E.
City Engineer

c: Finance



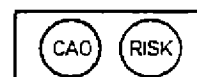
SECTION 3 CERTIFICATION INSTRUCTIONS

Proof of certification of Section 3 eligibility must be submitted with each bid. Bidders may complete the online form as documentation of whether or not theirs is a Section 3 Business Concern. The online form may be found at the following website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmISection3.action>.

Section 3 Numerical Goals/Targets are as follows:

1. The target for New Hires and Training Opportunities is 30% of the aggregate number of new hires,
2. The target for Construction Contracts with Section 3 Business Concerns is 10% of the total dollar amount.





DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: January 3, 2017
TO: All Bidders
SUBJECT: Montecito Park Basketball Court, Turf, and ADA Upgrades Project
Addendum 2
Sent Via: EbidBoard

Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

The following questions have been received from prospective bidders. Please see the City's response below:

Question: Can you please clarify if Bid Item #38, Alt #1 Soil Preparation is to be 6,000 SF not 8,000 SF to correlate with the other Alt #1 bid items?
Answer: The Soil Preparation bid item is limited to the Sod planting area, The Soil Preparation bid item has been revised from "8,000 SF" to "6,000 SF". **This has been altered in a Revised Appendix A for you Bid proposal submittal.**

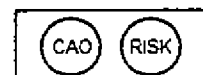
Question: Can you please clarify the specifications for the Pebble Colored Perimeter Sidewalk as shown on C-3?
Answer: Use Davis color mix No. 641, 0.5 LB/sac of cement, for the Pebble Colored Perimeter Sidewalk.

Question: Does the City of Monterey have standard places they would prefer us to advertise (for DBE's), and/or have a standard form for advertising? Does the City of Monterey have a list of approved DBE Firms that I can contact?
Answer: The process for advertising DBE's is up to the contractor; however, bidders must be able to show a good faith effort was made in order to solicit and hire DBE certified contractors. (Please see Part II, pages 20-24). The City does not keep a list of DBE certified contractors. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Question: Please clarify whether the picnic tables shown on the plans are indeed ADA compliant or whether they are 4 seaters. The model specified in the specs calls for 76-44PL, this is not ADA compliant.
Answer: Part IV, Page 67: Site Furnishings, Part 2 – Products, Furnishings: Model is revised to Model # 76-PL-3.

Question: Will additional contract time be considered if the additive alternates are awarded with the base bid?
Answer: No additional contract time will be considered, if the original contract awarded at City Council, includes the base bid and either additives 1 or 2.

Question: The Addendum issued on December 12, 2016 was not labeled as Addendum I, how do we acknowledge this addendum?
Answer: On Part 11, page 11, you can acknowledge this addendum as "Addendum # 1" or by the issue date "December 12, 2016", either reference acknowledgment of the addendum will be accepted.



Question: Appendix A, Page 2 lists "CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (35C1553C, 35C1555, 41C1650, 41C1551)" as the project title.

Answer: This project title has been corrected to "MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES (32N1617)" to be consistent with the rest of the Specifications. **This has been altered in a Revised Appendix A for you Bid proposal submittal.**

Question: Can the entire park be closed during construction?

Answer: The entire park can be closed for construction, including after hours and weekends. Contractor must maintain the sidewalk frontage area available for the school bus pick up and drop off.

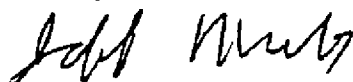
Please see attached copies of the California Prevailing Wage Determination for this project.

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m. on January 10, 2017.

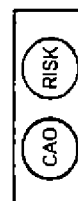
If you have additional questions, please contact Jeff Krebs, P.E. by email at engineering-admin@monterey.org.

Sincerely,

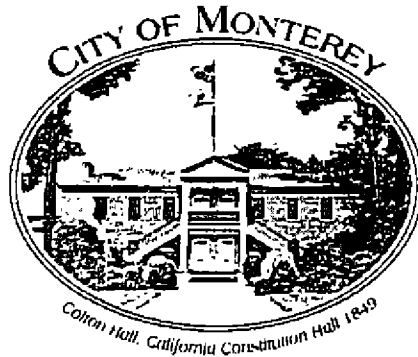


Jeff Krebs, P.E.
Principal Engineer

c: City Engineer
Finance



REVISED APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR
**MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES
(32N1617)**

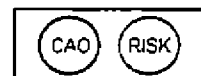
Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Bid Bond	_____
4. Declaration of Bidder	_____
5. Acknowledgement of Addenda (if applicable)	_____
6. Bidder's Statement of Qualifications	_____
7. Subcontractor's List	_____
8. Noncollusion Declaration	_____
9. Debarment and Suspension Certification	_____
10. Certification of Workers' Compensation Insurance	_____
11. Certification Regarding Equal Employment Opportunity	_____
12. Exhibit 15-G Construction Contract Commitment	_____
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	_____
14. Disclosure of Lobbying Activities (if Applicable)	_____
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	_____
16. Section 3 Certification	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: _____
Company Name Signature Date



MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES (32N1617)

CITY OF MONTEREY

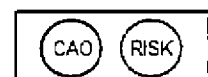
PROPOSAL

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

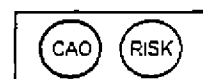
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Construction Surveying	1	LS		
4	Earthwork	180	CY		
5	Demolition and Disposal, Concrete Curb and Gutter	18	LF		
6	Demolition and Disposal, Concrete Sidewalk	1,326	SF		
7	Demolition and Disposal, Asphalt Basketball Court	370	CF		
8	Clear & Grub	3,450	SF		
9	Construct Concrete Sidewalk (City Detail No. 111 R)	2,007	SF		
10	Construct Concrete Residential Sidewalk Crossing (City Detail No. 108R)	100	SF		
11	Construct Concrete Curb & Gutter (City Detail No. 100 R)	4	LF		
12	Vertical Concrete Curb	30	LF		
13	Construct Concrete Basketball Court, 3 ½ Inch Thickness	3,008	SF		
14	Construct Concrete Basketball Court, 5 ½ Inch Thickness	2,149	SF		
15	Aggregate Base (4" thick, Class II)	5,157	SF		
16	Pavement Marking, Basketball Court (Paint)	1	LS		
17	Basketball Court Poles and Backboards	1	LS		



18	New ADA Compliant Picnic Table	2	EA		
19	New ADA Compliant Bench	4	EA		
20	New Drinking Fountain for ADA Compliance	1	LS		
21	New Barbecue Pits	2	EA		
22	Lighting Control Panel "LCP"	1	EA		
23	Light Fixture Type "XA" (Pole & Concrete Base Included)	4	EA		
24	Light Fixture Type "XB" (Pole & Concrete Base Included)	2	EA		
25	In-Grade Pull Boxes	9	EA		
26	1 ½" EMT	20	LF		
27	1 ½" PVC Schedule 40	190	LF		
28	¾" PVC Schedule 40	380	LF		
29	Conductor - #8 AWG (THHN/THWN)	1220	LF		
30	Conductor - #10 AWG (THHN/THWN)	610	LF		
31	Electrical Conduit Excavation and Trenching	485	LF		
32	Irrigation	1	LS		
33	Tree Planting	26	EA		
34	6' Chain Link Fence	26	LF		
35	Concrete Planter Wall	44	SF		
36	Bioretention Medium and Planting	378	SF		
37	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 37) (In Words) <hr/> <hr/>					(In Figures) \$



ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
38	Soil Preparation	6,000	SF		
39	Sod	6,000	SF		
40	Header Board	395	LF		
41	Landscape Maintenance	1	LS		
42	Clear & Grub	6,000	SF		
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 38 THROUGH 42) (In Words) _____ _____					(In Figures) \$

ADDITIVE ALTERNATIVE #2

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
43	Mulch	5,900	SF		
44	Decomposed Granite Paving	7,600	SF		
45	Header Board	115	LF		
46	Clear & Grub	11,250	SF		
47	Earthwork	120	CY		
TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 43 THROUGH 47) (In Words) _____ _____					(In Figures) \$

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 47) (In Words) _____ _____	(In Figures) \$
--	---------------------------

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 47).



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: _____, Class: _____, Expiration date: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

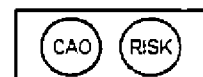
Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title



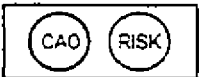
ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

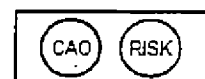
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

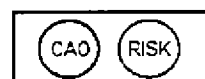
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



SUB-CONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

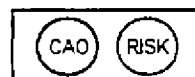
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

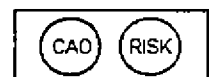
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES PROJECT (32N1617)**.

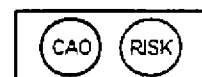
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change; extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

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

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

(Contractor Name)

By: _____
(Signature)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.	
Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): _____ _____	
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Compliance Reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> YES <input type="checkbox"/> NO	
4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name and Title of Signer (please type) _____	
Signature _____	Date _____

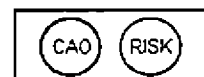


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				15. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
_____ 25. Local Agency Representative's Signature		_____ 26. Date		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.
_____ 27. Local Agency Representative's Name		_____ 28. Phone		
_____ 29. Local Agency Representative's Title		_____ 20. Preparer's Title		
_____ 16. Preparer's Signature		_____ 17. Date		
_____ 18. Preparer's Name		_____ 19. Phone		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (915) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

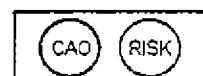


EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

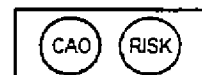
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantaged Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:



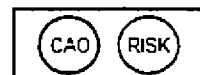
F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

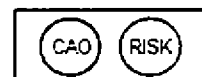


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment, include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001 "
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



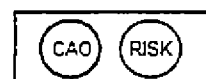
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

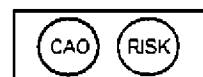
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: NC-63-3-9-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPELSON)	Basic Hourly Rate	Health and Welfare ^a	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Pension and Holiday	Vacation and Holiday	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Group 1	\$43.56	13.63	9.44	5.94	0.78	0.19	8	73.54	95.32	95.32	117.10
Group 2	41.56	13.63	9.44	5.94	0.78	0.19	8	71.54	92.32	92.32	113.10
Group 3	35.42	13.63	9.44	5.94	0.78	0.19	8	65.40	83.11	83.11	100.82
Group 4	30.19	13.63	9.44	5.94	0.78	0.19	8	60.17	75.265	72.265	90.36

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Amount shall be paid for all hours worked up to 173 hours per month.

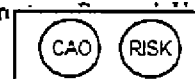
^b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NACE
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		Sunday/ Holiday 2X
		Health and Welfare ^a	Pension and Holiday	Vacation	Training	Other Payment			Daily ^b 1 1/2X	Saturday ^b 1 1/2X	
Group 1	\$49.01	13.63	9.44	5.94	0.78	0.19	8	78.99	103.495	103.495	128.00
Group 2	46.76	13.63	9.44	5.94	0.78	0.19	8	76.74	100.12	100.12	123.50
Group 3	39.85	13.63	9.44	5.94	0.78	0.19	8	69.83	89.755	89.755	109.68
Group 4	33.96	13.63	9.44	5.94	0.78	0.19	8	63.94	80.92	80.92	97.90

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Amount shall be paid for all hours worked up to 173 hours per month.

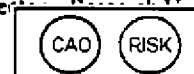
^b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NACE
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CARPENTER AND RELATED TRADES

DETERMINATION: NC-23-31-1-2016-1
ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alameda, Alameda, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare	Pension	Vacation/ Holiday ¹	Training	Other Payments ²	Hours	Total Hourly Rate	Daily 1 1/2X ³	2X	Saturday ⁴ 1 1/2X ³	2X	Sunday and Holiday ⁵
Area 1													
Carpenter	\$44.40	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$72.79	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$44.33	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$72.94	\$95.215	\$117.49	\$95.215	\$117.49	\$117.49
Area 2													
Carpenter	\$38.52	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$66.91	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.67	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$67.06	\$86.395	\$105.73	\$86.395	\$105.73	\$105.73
Area 3⁶													
Carpenter	\$38.52	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$66.91	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.67	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$67.06	\$86.395	\$105.73	\$86.395	\$105.73	\$105.73
Area 4⁶													
Carpenter	\$37.17	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$65.56	\$84.145	\$102.73	\$84.145	\$102.73	\$102.73
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$37.32	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8	\$65.71	\$84.37	\$103.03	\$84.37	\$103.03	\$103.03

DETERMINATION: NC-23-31-1-2016-1A
ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alameda, Alameda, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare ¹	Pension	Vacation/ Holiday ²	Training	Other Payments ³	Hours	Total Hourly Rate	Daily 1 1/2X ⁴	2X	Saturday ⁵ 1 1/2X ⁴	2X	Sunday and Holiday ⁶
Bridge Builder/Highway Carpenter	\$44.40	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8.0	\$72.79	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19
Bridge Builder/Highway Carpenter (Special Single Shift)	\$49.95	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	8.0	\$78.34	\$103.315	\$128.29	\$103.315	\$128.29	\$128.29

Footnote and Millwright listed on page 34A.

(Recognized Holidays and Subsistence Payment (footnote also listed on page 34A))



DETERMINATION: NC-23-31-1-2016-1B

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017¹ The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate ²				Sunday and Holiday ³
		Health and Welfare ⁴	Pension	Vacation/ Holiday ⁵	Training	Other Payments ⁶	Hours	Total Hourly Rate	Daily 1 1/2X ⁷	2X	Saturday ⁸ 1 1/2X ⁹	2X	
¹ Area 1 Millwright	\$44.50	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	8	\$74.49	\$96.74	\$118.99	\$96.74	\$118.99	\$118.99
² Area 2 Millwright	\$41.02	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	8	\$71.01	\$91.52	\$112.03	\$91.52	\$112.03	\$112.03
³ Area 3 ¹⁰ Millwright	\$41.02	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	8	\$71.01	\$91.52	\$112.03	\$91.52	\$112.03	\$112.03
⁴ Area 4 ¹¹ Millwright	\$39.67	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	8	\$69.66	\$89.493	\$109.33	\$89.493	\$109.33	\$109.33

DETERMINATION: NC-23-31-1-2016-1, NC-23-31-1-2016-1A and NC-23-31-1-2016-1B

¹ Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/dnr.htm>.

² In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

³ AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

⁴ The overtime rates for shift work are based on the non-shift overtime rates.

⁵ Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

⁶ Includes Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, and Carpenter Employers Contract Administration.

⁷ For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

⁸ Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

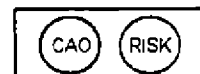
⁹ Millwright Annuity Trust Fund, Industry Promotion, Work Preservation, and Carpenters International Training Fund.

¹⁰ Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off-holidays listed in the Holiday Provision.

¹¹ Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CARPENTER AND RELATED TRADES (SECOND SHIFT)*

DETERMINATION: NC-23-J1-1-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Modoc, Mono, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare ⁴	Pension	Vacation/ Holiday ⁵	Training	Other Payments ⁶	Hours ⁷	Total Hourly Rate	Daily	Saturday ⁸	Sunday and Holiday ⁹		
* Area 1													
Carpenter	\$47.36	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$75.75	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$47.52	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$75.91	\$95.22	\$117.49	\$95.22	\$117.49	\$117.49
* Area 2													
Carpenter	\$41.09	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.48	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$41.25	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.64	\$86.40	\$105.73	\$86.40	\$105.73	\$105.73
* Area 3 ¹													
Carpenter	\$41.09	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.48	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$41.25	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.64	\$86.40	\$105.73	\$86.40	\$105.73	\$105.73
* Area 4 ¹													
Carpenter	\$39.65	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$68.04	\$84.15	\$102.73	\$84.15	\$102.73	\$102.73
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.81	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$68.20	\$84.37	\$103.03	\$84.37	\$103.03	\$103.03

DETERMINATION: NC-23-J1-1-2016-1A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Modoc, Mono, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate*				
		Health and Welfare ⁴	Pension	Vacation/ Holiday ⁵	Training	Other Payments ⁶	Hours ⁷	Total Hourly Rate	Daily	Saturday ⁸	Sunday and Holiday ⁹		
Bridge Builder/Highway Carpenter	\$47.36	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$75.75	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19

Continued on page J4C

(Recognized Holidays and Subsistence Payment footnotes also listed on page J4C)



DETERMINATION: NC-23-31-1-2016-1B
 ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017^{***} The rate is to be paid for work performed after the date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.
 LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madras, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Stanislaus, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Journeyman)	Basic Hourly Rate			Employee Payments			Straight-Time			Overtime Hourly Rate ¹		
	Basic Hourly Rate	Health and Welfare ²	Pension	Vacation/ Holiday	Training	Other Payments ³	Hour ⁴	Total Hourly Rate	Daily Rate	Daily Total	Hourly Saturday ⁵	Sunday and Holiday ⁶
* Area 1 Millwright	\$47.47	\$11.20	\$9.10	\$4.41	\$0.83	\$4.05	7.5	\$77.46	\$96.74	\$118.99	\$76.74	\$118.99
* Area 2 Millwright	\$49.75	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7.5	\$77.74	\$99.52	\$122.03	\$91.52	\$122.03
* Area 3 ^a Millwright	\$40.75	\$11.20	\$9.10	\$4.41	\$0.83	\$4.05	7.5	\$73.74	\$91.52	\$112.03	\$91.52	\$112.03
* Area 4 ^b Millwright	\$42.31	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7.5	\$72.30	\$89.05	\$109.33	\$89.495	\$109.33

DETERMINATION: NC-23-31-1-2016-1, NC-23-31-1-2016-1A and NC-23-31-1-2016-1B (FOR SECOND AND THIRD SHIFTS)

¹ Indicates an apprenticeship credit. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PW/Agos/Wages/PWApprenticeship.htm>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/ops/stand.htm>.

² Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.
³ The overtime rates for shift work are based on the non-shift overtime rates on page 24.
⁴ In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rate.

* AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
 AREA 2 - Monterey, San Benito, and Santa Cruz Counties.
 AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yuba Counties.
 AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madras, Meripoom, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

* Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.
⁵ Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter, \$2.35 per hour worked for Millwright.
⁶ Annual Trust Fund, Industry Promotion, Carpenters International Training Fund, and Carpenter Employers Contract Administration.

* Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
⁷ For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not in excess of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not in excess of 4 hours in any 1 work day.
⁸ Rate applies to the first 3 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
⁹ Millwright Assembly Trust Fund, Industry Promotion, Carpenters International Training Fund, and Work Preservation.
¹⁰ Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CARPENTER AND RELATED TRADES (THIRD SHIFT)*

DETERMINATION: MC-23-31-1-2016-1

ISSUE DATE: August 22, 2016

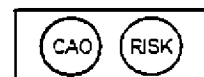
EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alameda, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madras, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journyperson)	Basic Hourly Rate	Employer Benefits					Straight-Time		Overtime Hourly Rate ¹				
		Health and Welfare ⁴	Pension	Vacation/ Holiday ⁵	Training	Other Payments ⁷	Hours ⁶	Total Hourly Rate	Daily	Saturday ³	Sunday and Holiday ³		
								1 1/2X ²	2X	1 1/2X ²	2X		
¹ Area 1 Carpenter Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$50.74	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$79.13	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19
¹ Area 2 Carpenter Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$44.02	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$72.41	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
¹ Area 3 Carpenter Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$44.19	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$72.58	\$86.40	\$105.73	\$86.40	\$105.73	\$105.73
¹ Area 4 Carpenter Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$42.48	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$70.87	\$84.15	\$102.73	\$84.15	\$102.73	\$102.73
¹ Area 5 Carpenter Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$42.65	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$71.04	\$84.37	\$103.03	\$84.37	\$103.03	\$103.03

Footnotes listed on page 34C

(Recognized Holidays and Substance Payment footnotes also listed on page 34C)



DETERMINATION: NC-23-31-1-2016-1A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate ^a				
		Health and Welfare ^d	Pension	Vacation/ Holiday ^e	Training	Other Payments ^f	Hours ^g	Total Hourly Rate	Daily 1 1/2X ^h	2X	Saturday ⁱ 1 1/2X ^h	2X	Sunday and Holiday ^k
Bridge Builder/Highway Carpenter	\$50.74	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$79.13	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19

DETERMINATION: NC-23-31-1-2016-1B

ISSUE DATE: August 22, 2016

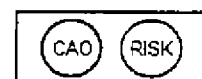
EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate ^a				
		Health and Welfare	Pension	Vacation/ Holiday ^e	Training	Other Payments ^f	Hours ^g	Total Hourly Rate	Daily 1 1/2X ^h	2X	Saturday ⁱ 1 1/2X ^h	2X	Sunday and Holiday ^k
^c Area 1 Millwright	\$50.86	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$80.85	\$96.74	\$118.99	\$96.74	\$118.99	\$118.99
^c Area 2 Millwright	\$46.88	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$76.87	\$91.52	\$112.03	\$91.52	\$112.03	\$112.03
^c Area 3 ^d Millwright	\$46.88	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$76.87	\$91.52	\$112.03	\$91.52	\$112.03	\$112.03
^c Area 4 ^d Millwright	\$45.34	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$75.33	\$89.50	\$109.33	\$89.50	\$109.33	\$109.33

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-203-1-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPEPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours ^b	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday and Holiday
Cement Mason	\$32.15	8.28	10.55	5.59 ^a	0.54	0.10	8	57.21	73.285	73.285 ^d	89.36
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$33.15	8.28	10.55	5.59 ^b	0.54	0.10	8	58.21	74.785	74.785 ^d	91.36

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for supplemental dues.

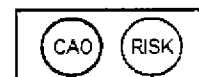
^b Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

^c Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^d Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 5700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON (SPECIAL SINGLE SHIFT)

DETERMINATION: NC-23-203-1A-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday and Holiday
Cement Mason	\$35.15	8.28	10.55	5.59 ^a	0.54	0.10	8	60.21	77.785	77.785 ^c	95.36
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$36.15	8.28	10.55	5.59 ^a	0.54	0.10	8	61.21	79.285	79.285 ^c	97.36

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for supplemental dues.

^b Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^c Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: JUNE 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

Classification ^a (Journey/Person)	Basic Hourly Rate ^b	Employer Payments					Straight Time		Overtime Hourly Rate		Sunday/ Holiday 2X
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	
AREA 1^d											
Construction Specialist	29.99	7.84	11.06	2.63	0.45	0.22	8	52.19	67.185	67.185	82.18
Group 1; Group 1(B) ^e	29.29	7.84	11.06	2.63	0.45	0.22	8	51.49	66.135	66.135	80.78
Group 1 (A)	29.51	7.84	11.06	2.63	0.45	0.22	8	51.71	66.465	66.465	81.22
Group 1 (C)	29.34	7.84	11.06	2.63	0.45	0.22	8	51.54	66.21	66.21	80.88
Group 1 (E)	29.84	7.84	11.06	2.63	0.45	0.22	8	52.04	66.96	66.96	81.58
Group 1 (F-1)	29.87	7.84	11.06	2.63	0.45	0.22	8	52.07	67.005	67.005	81.94
Group 1 (F-2)	28.89	7.84	11.06	2.63	0.45	0.22	8	51.09	65.535	65.535	79.98
Group 1 (G)	29.49	7.84	11.06	2.63	0.45	0.22	8	51.69	66.435	66.435	81.18
Group 2	29.14	7.84	11.06	2.63	0.45	0.22	8	51.34	65.91	65.91	80.48
Group 3; Group 3(A)	29.04	7.84	11.06	2.63	0.45	0.22	8	51.24	65.70	65.70	80.28
Group 4; Group 4(B)	22.73	7.84	11.06	2.63	0.45	0.22	8	44.93	56.295 ^d	56.295 ^d	67.66 ^d
Group 6	30.25	7.84	11.06	2.63	0.45	0.22	8	52.45	67.575	67.575	82.70
Group 6 (A)	29.75	7.84	11.06	2.63	0.45	0.22	8	51.95	66.825	66.825	81.70
Group 6 (C)	29.16	7.84	11.06	2.63	0.45	0.22	8	51.36	65.94	65.94	80.52
Group 7 - Stage 1 (1 st 6 months)	20.33	7.84	11.06	2.63	0.45	0.22	8	42.53	52.695	52.695	62.86
Stage 2 (2 nd 6 months)	23.23	7.84	11.06	2.63	0.45	0.22	8	45.43	57.045	57.045	68.66
Stage 3 (3 rd 6 months)	26.14	7.84	11.06	2.63	0.45	0.22	8	48.34	61.41	61.41	74.48
AREA 2^d											
Construction Specialist	28.99	7.84	11.06	2.63	0.45	0.22	8	51.19	65.685	65.685	80.18
Group 1; Group 1(B) ^e	28.29	7.84	11.06	2.63	0.45	0.22	8	50.49	64.635	64.635	78.78
Group 1 (A)	28.51	7.84	11.06	2.63	0.45	0.22	8	50.71	64.965	64.965	79.22
Group 1 (C)	28.34	7.84	11.06	2.63	0.45	0.22	8	50.54	64.71	64.71	78.88
Group 1 (E)	28.84	7.84	11.06	2.63	0.45	0.22	8	51.04	65.46	65.46	79.98
Group 1 (F-1)	28.87	7.84	11.06	2.63	0.45	0.22	8	51.07	65.505	65.505	79.94
Group 1 (F-2)	27.89	7.84	11.06	2.63	0.45	0.22	8	50.09	64.035	64.035	77.98
Group 2	28.14	7.84	11.06	2.63	0.45	0.22	8	50.34	64.41	64.41	78.48
Group 3; Group 3(A)	28.04	7.84	11.06	2.63	0.45	0.22	8	50.24	64.26	64.26	78.28
Group 4; Group 4(B)	21.73	7.84	11.06	2.63	0.45	0.22	8	43.93	54.795 ^d	54.795 ^d	65.66 ^d
Group 6	29.25	7.84	11.06	2.63	0.45	0.22	8	51.45	66.075	66.075	80.70
Group 6 (A)	28.75	7.84	11.06	2.63	0.45	0.22	8	50.95	65.325	65.325	79.70
Group 6 (C)	28.16	7.84	11.06	2.63	0.45	0.22	8	50.36	64.440	64.440	78.52
Group 7 - Stage 1 (1 st 6 months)	19.63	7.84	11.06	2.63	0.45	0.22	8	41.83	51.645	51.645	61.46
Stage 2 (2 nd 6 months)	22.43	7.84	11.06	2.63	0.45	0.22	8	44.63	55.845	55.845	67.06
Stage 3 (3 rd 6 months)	25.24	7.84	11.06	2.63	0.45	0.22	8	47.44	60.06	60.06	72.68

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/DIR/PWAPPWAGE/PWAPPWAGESTART.HTM](http://www.dir.ca.gov/DIR/PWAPPWAGE/PWAPPWAGESTART.HTM). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/das/das.html).

a. GROUP 1(D) - MAINTENANCE OR REPAIR TRUCKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(E) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c. AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e. GROUP 1(D) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f. WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD) SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g. ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6709 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DIR/PWD](http://www.dir.ca.gov/DIR/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DIR/PWD](http://www.dir.ca.gov/DIR/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



DETERMINATION: NC-23-102-1-2016-1 and NC-23-102-1-2016-1A

CONSTRUCTION SPECIALIST
 ASPHALT IRONERS AND RAKERS
 CHAINSAW
 CONCRETE DIAMOND CHAINSAW
 LASER BEAM IN CONNECTION WITH LABORER'S WORK
 MASONRY AND PLASTER TENDER
 CAST IN PLACE MANHOLE FORM SETTERS
 PRESSURE PELLAYERS
 DAVEY TRENCHER - 360 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
 STATE LICENSED BLASTERS AS DESIGNATED
 DIAMOND DRILLERS
 DIAMOND CORE DRILLER
 MULTIPLE UNIT DRILLS
 HIGH SCALERS (INCLUDING DRILLING OF SAME)
 HYDRAULIC DRILLS
 CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (C) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)
 BARKO, WACKER, AND SIMILAR TYPE TAMPERS
 BUCKWORMS
 CALLERS, BANDERS, PREWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
 CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
 CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
 COMPACTORS OF ALL TYPES
 CONCRETE AND MAGNESITE MOWER AND 1/4 YARD
 CONCRETE PAV WORK
 CONCRETE SANDERS, CONCRETE SAW
 CRIBBERS AND/OR SHORING
 CUT GRANITE CURB SETTER
 DRI PAK-TI MACHINE
 TALLER, LOADER AND BUCKER
 FORK RAISERS, SLIP FORKS
 GREEN CUTTERS
 GRABBER AND MEN BRUSH SETTERS, ALIGNERS BY ANY METHOD
 HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
 HYDRO SEEDER AND SIMILAR TYPE
 JACKHAMMER OPERATIONS
 JACKING OF PIPE OVER 12 INCHES
 JACKSON AND SIMILAR TYPE COMPACTORS
 KETTLEBEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE LIME,
 CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR
 HANDLING OF SUCH MATERIALS)
 LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
 MAGNETIC EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
 NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
 PAVEMENT BREAKERS AND SPANDERS, INCLUDING TOOL GRINDER
 PERMA CUTTERS
 PRECAST MANHOLE SETTERS
 PELLAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
 PRESSURE PIPE TESTER
 POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
 POWER TAMBERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 1
 RAM SET GUN AND STUD GUN
 RIPRAP SPREADER AND ROCK SLINGER, INCLUDING PLACING OF SACKED CONCRETE
 AND/OR SAND (WET OR DRY) AND GROUND AND SIMILAR TYPE
 ROTARY SCAPER OR MULTIPLE HEAD CONCRETE CHIPPING SCAPER
 BOTO AND DITCH WITCH
 ROTOTILLER
 SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMAN
 SIGNALING AND RIGGING
 SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, FLUMBING
 AND ELECTRIC FIXTURES)
 TANK CLEANERS
 TREE CLIMBERS
 TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR
 SIMILAR
 TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER
 TURBO BLASTER
 VIBRO AGGREGED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK
 VIBRATORS

GROUP 1(A) - SEE GROUP 1 RATES
 ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES
 OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR LOADING AND PLACING
 JOY DRILL MODEL TWM-2A
 GARDNER-DENVER MODEL D114G AND SIMILAR TYPE DRILLS
 TRACK DRILLERS
 JACK LEG DRILLERS
 WAGON DRILLERS
 MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
 MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
 BLASTERS AND POWDERMAN
 TREE TOPPER
 DIRT GRINDER
 GROUP 1(B) - SEE GROUP 1 RATES
 SEWER CLEANERS (ANY WORKMAN WHO HANDLE OR COAXE IN CONTACT WITH RAW
 SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.01 PER DAY ABOVE GROUP
 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER
 SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$1.00 PER
 DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1(C)
 BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
 SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D)
 SEE FOOTNOTE A ON PAGE 49

GROUP 1(E)
 WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS TRENCHES AND WORK ON AND
 IN DEEP FOOTINGS (DEPT FOOTINGS IS A HOLE 13 FEET OR MORE IN DEPTH)
 SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

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GROUP 1 (F)1
 ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

GROUP 1 (F)2
 ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT
 CRETE

GROUP 1(H)
 SEE FOOTNOTE A ON PAGE 49

GROUP 1A
 ASPHALT SHOVELERS
 CEMENT DUMPERS AND HANDLING DRY CEMENT ON GYPSUM
 CHUTE SETTER AND RIGGER (CLEARING WORK)
 CONCRETE BUCKET DUMPER AND CHUTE MAN
 CONCRETE CHIPPING AND GRADING
 CONCRETE LABORERS (WET OR DRY)
 DRILLERS HELPER, CHUCK TENDER, RIPPER (ONE CHUCKTENDER ON SINGLE MACHINE
 OPERATION WITH WORKER OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON
 MULTIPLE MACHINE OPERATION), JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM)
 GUNNER CRASER (STAKEMAN), GROUT CREW
 HIGH PRESSURE NOZZLEMAN, ADDUCTORS
 HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
 LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS
 FOR USE IN REINFORCING CONCRETE CONSTRUCTION
 PESTICIDE CHIPPERS, AND SIMILAR TYPE BRUSH SHRODDERS
 SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO
 SKILLED WRECKER (GROUP 1)
 SLOPER
 SINGLEFOOT, BAND 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 1B
 CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND
 CLEANUP LABORERS

DEMOLITION WORKER
 DUMPMAN, LOAD SPOTTER
 FLAGPERSON/PEDESTRIAN MONITOR
 FIBE WATCHER
 FENCE ERECTORS, INCLUDING TEMPORARY FENCING
 GUARD-RAIL ERECTORS
 GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR
 LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT
 PERIOD)
 SETTING
 LIMBERS, BRUSH LOADERS, AND FILERS
 PAVEMENT MARKERS (DUTTON SETTERS)
 PAVEMENT/CHIPPING PAVERS (ALL TYPES) AND INTERLOCKING PAVEMENT MACHINES
 MAINTENANCE, REPAIR, TRACKERS AND ROAD BEDS
 STREET CAR AND RAILROAD CONSTRUCTION TRACK LABORERS
 TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
 TOOL ROOM ATTENDANT (JOB SITE ONLY)
 WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 1(A) - SEE GROUP 1 RATES
 COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONNECTION WITH
 LABORER'S DUTIES)

GROUP 1C
 ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF
 THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE
 TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
 CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE
 LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING,
 WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
 BRICK CLEANERS (JOB SITE ONLY)
 MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER
 THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57
 OF THESE GENERAL DETERMINATIONS.

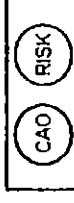
GROUP 5
 STRUCTURAL NOZZLEMAN

GROUP 6(A)
 NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
 RODMAN
 GROUNDMAN

GROUP 6 (B) - SEE GROUP 4 RATES
 GUNITE TRAINER (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3)
 JOURNEYMEN (GROUP 4, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE
 OF THE JOURNEYPMAN, THE GUNITE TRAINER RECEIVES THE JOURNEYPMAN SCALE.)
 NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE

GROUP 6 (C)
 REINFORCEMAN

GROUP 7
 LANDSCAPE LABORER TRAINER (RATIO FOR TRAINERS IS ONE IN THREE. AT LEAST ONE
 SECOND PERIOD TRAINER AND AT LEAST ONE THIRD PERIOD TRAINER MUST BE
 EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINER).
 NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2016-1A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: JUNE 23, 2017** The rate to be paid for work performed after the date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

Classification ^a (Journey/Person)	Basic Hourly Rate ^f	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
AREA 1*											
Construction Specialist	32.99	7.84	11.06	2.63	0.45	0.22	8	53.19	71.685	71.685	88.18
Group 1; Group 1(B) ^e	32.29	7.84	11.06	2.63	0.45	0.22	8	54.49	70.635	70.635	86.78
Group 1 (A)	32.31	7.84	11.06	2.63	0.45	0.22	8	54.71	70.965	70.965	87.22
Group 1 (C)	32.34	7.84	11.06	2.63	0.45	0.22	8	54.54	70.71	70.71	86.88
Group 1 (E)	32.84	7.84	11.06	2.63	0.45	0.22	8	55.04	71.46	71.46	87.88
Group 1 (F-1)	32.57	7.84	11.06	2.63	0.45	0.22	8	55.07	71.505	71.505	87.94
Group 1 (F-2)	31.59	7.84	11.06	2.63	0.45	0.22	8	54.09	70.035	70.035	85.98
Group 1 (G)	32.49	7.84	11.06	2.63	0.45	0.22	8	54.69	70.935	70.935	87.18
Group 2	32.14	7.84	11.06	2.63	0.45	0.22	8	54.34	70.41	70.41	86.48
Group 3; Group 3(A)	32.04	7.84	11.06	2.63	0.45	0.22	8	54.24	70.26	70.26	86.28
Group 4; Group 6(B)	23.73	7.84	11.06	2.63	0.45	0.22	8	47.93	60.795 ^d	60.795 ^d	73.66 ^d
Group 6	30.25	7.84	11.06	2.63	0.45	0.22	8	53.45	72.075	72.075	88.70
Group 6 (A)	32.75	7.84	11.06	2.63	0.45	0.22	8	54.95	71.325	71.325	87.70
Group 6 (C)	32.16	7.84	11.06	2.63	0.45	0.22	8	54.36	70.44	70.44	86.52
Group 7 - Stage 1 (1 st 6 months)	23.73	7.84	11.06	2.63	0.45	0.22	8	45.53	57.195	57.195	68.86
Stage 2 (2 nd 6 months)	26.23	7.84	11.06	2.63	0.45	0.22	8	48.43	61.545	61.545	74.66
Stage 3 (3 rd 6 months)	29.14	7.84	11.06	2.63	0.45	0.22	8	51.34	65.91	65.91	80.48
AREA 2*											
Construction Specialist	31.34	7.84	11.06	2.63	0.45	0.22	8	54.04	69.96	69.96	85.88
Group 1; Group 1(B) ^e	31.14	7.84	11.06	2.63	0.45	0.22	8	53.34	68.91	68.91	84.48
Group 1 (A)	31.36	7.84	11.06	2.63	0.45	0.22	8	53.56	69.24	69.24	84.92
Group 1 (C)	31.19	7.84	11.06	2.63	0.45	0.22	8	53.39	68.985	68.985	84.58
Group 1 (E)	31.69	7.84	11.06	2.63	0.45	0.22	8	53.89	69.735	69.735	85.58
Group 1 (F-1)	31.72	7.84	11.06	2.63	0.45	0.22	8	53.92	69.78	69.78	85.64
Group 1 (F-2)	30.74	7.84	11.06	2.63	0.45	0.22	8	52.94	68.31	68.31	83.68
Group 2	30.99	7.84	11.06	2.63	0.45	0.22	8	53.19	68.685	68.685	84.18
Group 3; Group 3(A)	30.89	7.84	11.06	2.63	0.45	0.22	8	53.09	68.535	68.535	83.98
Group 4; Group 6(B)	24.38	7.84	11.06	2.63	0.45	0.22	8	46.78	59.07 ^d	59.07 ^d	71.36 ^d
Group 6	32.10	7.84	11.06	2.63	0.45	0.22	8	54.30	70.35	70.35	86.40
Group 6 (A)	31.60	7.84	11.06	2.63	0.45	0.22	8	53.80	69.60	69.60	85.40
Group 6 (C)	31.01	7.84	11.06	2.63	0.45	0.22	8	53.21	68.715	68.715	84.22
Group 7 - Stage 1 (1 st 6 months)	22.48	7.84	11.06	2.63	0.45	0.22	8	44.68	55.92	55.92	67.16
Stage 2 (2 nd 6 months)	25.28	7.84	11.06	2.63	0.45	0.22	8	47.48	60.12	60.12	72.76
Stage 3 (3 rd 6 months)	28.09	7.84	11.06	2.63	0.45	0.22	8	50.29	64.335	64.335	78.38

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

* INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.HTM](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.HTM) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/das/das.html)

a. GROUP 1(D) - MAINTENANCE OR REPAIR TRACKS AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER. MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c. AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

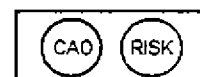
d. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e. GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 30 FOR DETAILS.

f. ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENTS IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.2, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: NC-LML-2016-1

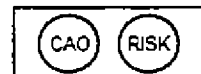
ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: March 31, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director—Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight -Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 L/2x
Alameda.....	10.00	0.43	-	^a 0.14	0.24	-	8	^b 10.81	^b 15.81
Alpine, El Dorado.....	10.00	-	-	0.12	0.14	-	8	10.26	15.26
	10.00	-	-	0.14	0.16	-	8	10.30	15.30
Amador.....	10.00	-	-	0.16	0.06	-	8	10.22	15.22
Butte, Glenn, and Plumas.....	10.00	0.16	-	^c 0.13	0.05	-	8	^b 10.34	^b 15.34
Calaveras.....	10.00	-	-	0.10	0.12	-	8	10.22	15.22
Colusa and Sutter.....	10.00	-	-	0.12	0.14	-	8	10.26	15.26
	10.00	-	-	0.14	0.16	-	8	10.30	15.30
Contra Costa.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt.....	10.00	-	-	0.25	0.07	-	8	10.32	15.32
Fresno.....	10.00	-	-	0.11	-	-	8	10.11	15.11
	10.00	-	-	^d 0.19	0.19	-	8	^b 10.38	^b 15.38
Kings.....	10.00	-	-	^e 0.25	0.25	-	8	^b 10.50	^b 15.50
Lake and Mendocino.....	10.00	-	-	^f 0.13	0.03	-	8	^b 10.16	^b 15.16
	10.00	-	-	^g 0.14	0.03	-	8	^b 10.17	^b 15.17
Lassen, Modoc, Shasta, Siskiyou and Trinity	10.00	-	-	0.31	0.09	-	8	10.40	15.40
Madera, Mariposa and Merced....	10.00	-	-	0.115	0.115	-	8	10.23	15.23
Marin.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Monterey.....	10.00	-	-	0.14	0.22	-	8	10.36	15.36
	10.00	-	-	0.16	0.25	-	8	10.41	15.41
Napa.....	10.00	-	-	^h 0.11	0.14	-	8	10.25	15.25
Nevada and Sierra.....	10.00	-	-	0.16	0.19	-	8	10.35	15.35
Placer.....	10.00	-	-	0.12	0.14	-	8	10.26	15.26
Sacramento.....	10.00	-	-	0.16	-	-	8	10.16	15.16
	10.00	-	-	0.15	-	-	8	10.15	15.15
San Benito.....	10.00	-	-	ⁱ 0.15	0.18	-	8	^b 10.33	^b 15.33
San Francisco.....	10.00	-	-	0.17	0.17	-	8	10.34	15.34
San Joaquin.....	10.00	0.37	-	^j 0.12	0.12	-	8	^b 10.61	^b 15.61
San Mateo.....	10.00	0.43	-	^k 0.12	0.14	-	8	^b 10.69	^b 15.69
	10.00	-	-	^l 0.13	0.17	-	8	^b 10.30	^b 15.30
Santa Clara.....	10.00	0.03	-	^m 0.13	0.18	-	8	^b 10.34	^b 15.34
Santa Cruz.....	10.00	-	-	0.16	-	-	8	10.16	15.16
	10.00	-	-	0.19	-	-	8	10.19	15.19
Solano.....	10.00	-	-	-	0.07	-	8	10.07	15.07
Sonoma.....	10.00	-	-	ⁿ 0.13	0.16	-	8	^b 10.29	^b 15.29
	10.00	0.38	-	^o 0.15	0.19	-	8	^b 10.72	^b 15.72
Stanislaus and Tuolumne.....	10.00	-	-	0.115	0.14	-	8	10.255	15.255
	10.00	-	-	^p 0.13	0.11	-	8	^b 10.24	^b 15.24
Tehama.....	10.00	-	-	0.12	0.19	-	8	10.31	15.31
Tulare.....	10.00	0.69	-	^q 0.12	-	-	8	^b 10.81	^b 15.81
Yolo.....	10.00	-	-	-	0.14	-	8	10.14	15.14
	10.00	-	-	-	0.19	-	8	10.19	15.19
Yuba.....	10.00	-	-	0.14	0.16	-	8	10.30	15.30

^{##} Craft is not apprenticeable

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.



DETERMINATION: NC-LML-2016-1

- r \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- s Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- t \$0.25 after 7 years of service.
- u \$0.38 after 3 years of service.
- v \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- w \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- x \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- y \$0.31 after 5 years of service.
- z \$0.24 after 5 years of service.
- aa \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- ab \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- ac \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- ad \$0.26 after 7 years of service.
- ae \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- af \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- ag \$0.23 after 2 years of service.
- ah \$0.23 after 7 years of service.

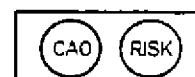
¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: **# OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**

DETERMINATION: NC-23-63-1-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday ¹	Training	Other Payments	Hours ¹	Total Hourly Rate	Daily/Saturday ⁴ 1 1/2X		Sunday and Holiday 2X		
	Area 1 ^b	Area 2 ^c						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	
Classification Group ¹														
Group 1	\$42.67	\$44.67	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$73.10	\$75.10	\$94.44	\$97.44	\$115.77	\$119.77
Group 2	\$41.14	\$43.14	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$71.57	\$73.57	\$92.14	\$95.14	\$112.71	\$116.71
Group 3	\$39.68	\$41.68	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$70.09	\$72.09	\$89.92	\$92.92	\$109.75	\$113.75
Group 4	\$38.28	\$40.28	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$68.71	\$70.71	\$87.85	\$90.85	\$108.99	\$110.99
Group 5	\$37.01	\$39.01	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$67.44	\$69.44	\$85.95	\$88.95	\$104.45	\$108.45
Group 6	\$35.89	\$37.89	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$66.12	\$68.12	\$83.97	\$86.97	\$101.81	\$105.81
Group 7	\$34.55	\$36.55	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$64.88	\$66.88	\$82.28	\$85.28	\$99.53	\$103.53
Group 8	\$33.41	\$35.41	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$63.64	\$65.64	\$80.55	\$83.55	\$97.25	\$101.25
Group 8-A	\$31.20	\$33.20	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$61.63	\$63.63	\$77.23	\$80.23	\$92.83	\$96.83
ALL CRANES AND ATTACHMENTS:														
Group 1	\$44.30	\$46.30	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$74.73	\$76.73	\$96.88	\$99.88	\$119.03	\$123.03
Group 1-A	\$43.55	\$45.55	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$73.98	\$75.98	\$95.76	\$98.76	\$117.53	\$121.53
Truck Crane Assistant to Engineer	\$30.58	\$32.58	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$67.01	\$69.01	\$85.30	\$88.30	\$103.59	\$107.59
Assistant to Engineer	\$34.29	\$36.29	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$64.72	\$66.72	\$81.87	\$84.87	\$99.01	\$103.01
Group 2-A	\$41.79	\$43.79	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$72.22	\$74.22	\$93.12	\$96.12	\$114.01	\$118.01
Truck Crane Assistant to Engineer	\$38.32	\$40.32	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$68.75	\$70.75	\$84.91	\$87.91	\$103.07	\$107.07
Assistant to Engineer	\$34.08	\$36.08	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$64.51	\$66.51	\$81.55	\$84.55	\$98.59	\$102.59
Group 3-A	\$40.05	\$42.05	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$70.48	\$72.48	\$90.51	\$93.51	\$110.53	\$114.53
Truck Crane Assistant to Engineer	\$38.08	\$40.08	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$68.51	\$70.51	\$84.55	\$87.55	\$102.59	\$106.59
Hydraulic Assistant to Engineer	\$35.88	\$37.88	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$66.12	\$68.12	\$83.97	\$86.97	\$101.81	\$105.81
Group 4-A	\$37.01	\$39.01	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$67.44	\$69.44	\$85.95	\$88.95	\$104.45	\$108.45

Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

¹ For classifications within each group, see pages 398-40.

^b 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

⁴ Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

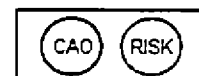
¹ Includes an amount for supplemental dues.

¹ When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight-time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 8700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



DETERMINATION: NC-23-83-1-2016-2

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs
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
Microtunneling Machine
Power Blade Operator (Finish)
Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine
Cable Backhoe
Combination Backhoe and Loader over 1/4 cu yds
Continuous Flight Tie Back Machine
Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
Crane Mounted Drill Attachments, Tonnage to apply
Dozer, Slope Board
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
Gravel
Hydraulic Excavator up to 3 1/2 cu yds
Loader 4 cu yds and over
Long Reach Excavator
Multiple Engine Scrapers (when used as push pull)
Power Shovels, up to and including 1 cu yd
Pre-Stress Wire Wrapping machine
Sleeve 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/Boorman
Chicago Boom
Combination Backhoe and Loader up to and including 1/4 cu yds
Concrete Batch Plants (wet or dry)
Dozer and/or Push Cat
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs
Pul-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 Repairman 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
Timber Skidder
Track Loader up to 4 yards
Tractor Drawn Scraper
Tractor, Compressor Drill Combination
Tubex Pile Rig
Unauthorized Construction Work Boat Operator, On Site
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 Guns
Drilling Equipment, Watson 2000, Texoma 700 or similar
Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)
Concrete Mixer/Flat
Man and/or Material Hoist
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
Mechanical Burn, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
Mine or Shaft Hoist
Portable Crushers
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Screedman (automatic or manual)
Self Propelled Compactor with Dozer
Tractor with boom, 06 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
Beam-Type Backfilling Machine
Asst. Plant Engineer
Bridge and/or Gantry Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
Deck Engineer
Drill Doctor
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.
Helicopter Roolman
Hydro-Hammer or similar
Line Master
Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
Locomotive
Rotating Extendable Forklift, Lud Hi-Lift or similar
Assistant to Engineer, 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)
Screedman, (except asphaltic concrete paving)
Self-Loading Chipper
Self Propelled Pipeline Wrapping Machine
Tractor

GROUP 7

Ballast Regulator
Cary Lift or similar
Combination Slurry Mixer and/or Cleaner
Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)
Drilling Equipment, 20 ft and under m.r.c.
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs
Fireman Hot Plant

Grouting Machine Operator
Highline Cableway Signalman
Stationary Belt Loader (Kolman or similar)
Lift Slab Machine (Vaglborg and similar types)
Machines Internal Full Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Shield
Partsmen (heavy duty repair shop parts room)
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 Machine (on streets, highways, airports and canals)
Self Propelled Compactor (without dozer)
Signalman
Slip-Form Pumps (ERing device for concrete forms)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up to and including 5 ft depth)
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manlift or similar (Boom Truck) - Under 15 tons
Truck Type Loader

GROUP 8

Bit Suspender
Boiler Tender
Box Operator
Breakman
Combination Mixer and Compressor (shotcrete/gunitite)
Compressor Operator
Deckhand
Fireman
Generators
Gunitite/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)
Mast Type Forklift
Mixermobile
Assistant to Engineer
Pump Operator
Refrigerator Plant
Reservoir-Debins Tug (Self-Propelled Floating)
Road Carrier (Construction site)
Rotomast Operator
Self Propelled Tape Machine
Shutticar
Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper)
Slusher Operator
Surface Heater
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)



DETERMINATION: NC-23-83-1-2018-2

GROUP 8-A

Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or
Smaller and similar (without attachments)

ALL CRANES AND ATTACHMENTS:

GROUP 1

Cranes over 350 tons
Derrick over 350 tons
Self Propelled Boom Type Lifting Device over 350 tons

GROUP 1-A

Clamshells and Draglines over 7 cu yds
Cranes 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-A

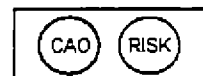
Clamshells and Draglines over 1 cu yds up to and
including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Potain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons
Tower Cranes

GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd
Cranes 45 tons and under
Mobile Self-Erecting Tower Crane (Potain), 3 stories
and under
Self Propelled Boom Type Lifting Device 45 tons
and under

GROUP 4-A

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



DESCRIPTION FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E, Thence Southerly to the Southwest corner of Township 20S, Range 6E, Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E Thence Easterly to the Northwest corner of Township 22S, Range 9E, Thence Southerly to the Southwest corner of Township 22S, Range 9E, Thence Easterly to the Northwest corner of Township 23S, Range 10E, Thence Southerly to the Southwest corner of Township 24S, Range 10E, Thence Easterly to the Southwest corner of Township 24S, Range 31E, Thence Northerly to the Northeast corner of Township 20S, Range 31E Thence Westerly to the Southeast corner of Township 19S, Range 29E, Thence Northerly to the Northeast corner of Township 17S, Range 29E, Thence Westerly to the Southeast corner of Township 16S, Range 28E, Thence Northerly to the Northeast corner of Township 13S, Range 28E, Thence Westerly to the Southeast corner Township 12S, Range 27E, Thence Northerly to the Northeast corner of Township 12S, Range 27E, Thence Westerly to the Southeast corner of Township 11S, Range 26E, Thence Northerly to the Northeast corner of Township 11S, Range 26E, Thence Westerly to the Southeast corner of Township 10S, Range 25E, Thence Northerly to the Northeast corner of Township 9S, Range 25E, Thence Westerly to the Southeast corner of Township 8S, Range 24E, Thence Northerly to the Northeast corner of Township 8S, Range 24E, Thence Westerly to the Southeast corner of Township 7S, Range 23E, Thence Northerly to the Northeast corner of Township 6S, Range 23E, Thence Westerly to the Southeast corner of Township 5S, Range 20E, Thence Northerly to the Northeast corner of Township 5S, Range 20E, Thence Westerly to the Southeast corner of Township 4S, Range 19E, Thence Northerly to the Northeast corner of Township 1S, Range 18E, Thence Westerly to the Southeast corner of Township 1N, Range 18E, Thence Northerly to the Northeast corner of Township 3N, Range 18E, Thence Westerly to the Southeast corner of Township 4N, Range 17E, Thence Northerly to the Northeast corner of Township 4N, Range 17E, Thence Westerly to the Southeast corner of Township 5N, Range 15E, Thence Northerly to the Northeast corner of Township 5N, Range 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast corner of Township 10N, Range 14E, Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border, Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N, Thence Westerly to the Southeast corner of Township 18N, Range 10E, Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast corner of Township 21N, Range 9E, Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast corner of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest corner of Township 22N, Range 8E, Thence Northerly to the Southwest corner of Township 27N, Range 8E, Thence Easterly to the Southeast corner of Township 27N, Range 8E, Thence Northerly to the Northeast corner of Township 28N, Range 8E, Thence Westerly to the Southeast corner of Township 29N, Range 6E, Thence Northerly to the Northeast corner of Township 32N, Range 6E, Thence Westerly to the Northwest corner of Township 32N, Range 6E, Thence Northerly to the Northeast corner of Township 35N, Range 5E, Thence Westerly to the Southeast corner of Township 36N, Range 3E, Thence Northerly to the Northeast corner of Township 36N, Range 3E, Thence Westerly to the Southeast corner of Township 37N, Range 1W, Thence Northerly to the Northeast corner of Township 38N, Range 1W, Thence Westerly to the Southeast corner of Township 39N, Range 2W, Thence Northerly to the Northeast corner of Township 40N, Range 2W, Thence Westerly to the Southeast corner of Township 41N, Range 4W, Thence Northerly to the Northeast corner of Township 42N, Range 4W, Thence Westerly to the Southeast corner of Township 43N, Range 5W, Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W, Thence Southerly to the Southwest corner of Township 43N, Range 8W, Thence Easterly to the Southeast corner of Township 43N, Range 8W, Thence Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerly to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest corner of Township 40N, Range 5W, Thence Southerly to the Southwest corner of Township 38N, Range 5W, Thence Westerly to the Northwest corner of Township 37N, Range 6W, Thence Southerly to the Southwest corner of Township 35N, Range 6W, Thence Westerly to the Northwest corner of Township 34N, Range 10W, Thence Southerly to the Southwest corner of Township 31N, Range 10W, Thence Easterly to the Northwest corner of Township 30N, Range 9W, Thence Southerly to the Southwest corner of Township 30N, Range 9W, Thence Easterly to the Northwest corner of Township 29N, Range 8W, Thence Southerly to the Southwest corner of Township 23N, Range 8W, Thence Easterly to the Northwest corner of Township 22N, Range 6W, Thence Southerly to the Southwest corner of Township 16N, Range 6W, Thence Westerly to the Southeast corner of Township 16N, Range 9W, Thence Northerly to the Northeast corner of Township 16N, Range 9W, Thence Westerly to the Southeast corner of Township 17N, Range 12W, Thence Northerly to the Northeast corner of Township 18N, Range 12W, Thence Westerly to the Northwest corner of Township 18N, Range 15W, Thence Southerly to the Southwest corner of Township 14N, Range 15W, Thence Easterly to the Northwest corner of Township 13N, Range 14W, Thence Southerly to the Southwest corner of Township 13N, Range 14W, Thence Easterly to the Northwest corner of Township 12N, Range 13W, Thence Southerly to the Southwest corner of Township 12N, Range 13W, Thence Easterly to the Northwest corner of Township 11N, Range 12W, Thence Southerly into the Pacific Ocean and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line, Thence Easterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 2E, Thence Easterly to the Northwest corner of Township 3S, Range 3E, Thence Southerly to the Southwest corner of Township 5S, Range 3E, Thence Easterly to the Southeast corner of Township 5S, Range 4E, Thence Northerly to the Northeast corner of Township 4S, Range 4E, Thence Westerly to the Southeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 3E, Thence Easterly to the Southeast corner of Township 6N, Range 5E, Thence Northerly to the Northeast corner of Township 7N, Range 5E, Thence Westerly to the Southeast corner of Township 8N, Range 3E, Thence Northerly to the Northeast corner of Township 9N, Range 3E, Thence Westerly to the Southeast corner of Township 10N, Range 1E, Thence Northerly to the Northeast corner of Township 13N, Range 1E, Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines: Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian, Thence Easterly to the Southeast corner of Township 12N, Range 18E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS
CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-20-63-1-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alameda, Alameda, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Merced, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey/Person)	Employer Payments							Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday ^d 1/2X	Sunday and Holiday 2X					
Classification Group ^e	Area 1 ^b	Area 2 ^c						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c
Group 1	\$47.00	\$49.00	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$77.43	\$78.43	\$100.03	\$103.83	\$124.43	\$128.43	\$128.43
Group 2	\$43.27	\$47.27	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$73.70	\$77.70	\$98.34	\$101.34	\$120.97	\$124.97	\$124.97
Group 3	\$43.61	\$45.61	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$74.04	\$76.04	\$98.68	\$101.68	\$117.65	\$121.65	\$121.65
Group 4	\$42.03	\$44.03	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$72.46	\$74.46	\$93.51	\$98.51	\$114.53	\$118.53	\$118.53
Group 5	\$40.83	\$42.83	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$71.06	\$73.06	\$91.38	\$94.38	\$111.89	\$115.89	\$115.89
Group 6	\$39.13	\$41.13	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$68.58	\$71.58	\$89.13	\$92.13	\$108.89	\$112.89	\$112.89
Group 7	\$37.85	\$39.85	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$68.20	\$70.20	\$87.21	\$90.21	\$106.13	\$110.13	\$110.13
Group 8	\$36.58	\$38.58	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$67.01	\$69.01	\$85.30	\$88.30	\$103.59	\$107.59	\$107.59
Group 8-A	\$34.07	\$36.07	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$64.50	\$66.50	\$81.54	\$84.54	\$98.57	\$102.57	\$102.57

ALL CRANES AND ATTACHMENTS:

Group 1	\$48.73	\$50.73	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$79.18	\$81.18	\$103.53	\$108.53	\$127.89	\$131.89	\$131.89
Group 1-A	\$47.98	\$49.98	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$78.41	\$80.41	\$102.40	\$105.40	\$126.59	\$130.59	\$130.59
Truck Crane Assistant to Engineer	\$40.15	\$42.15	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$70.58	\$72.58	\$90.68	\$93.68	\$110.73	\$114.73	\$114.73
Assistant to Engineer	\$37.56	\$39.56	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$67.99	\$69.99	\$86.77	\$89.77	\$105.55	\$109.55	\$109.55
Group 2-A	\$45.99	\$47.99	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$76.42	\$78.42	\$99.42	\$102.42	\$122.41	\$126.41	\$126.41
Truck Crane Assistant to Engineer	\$38.88	\$40.88	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$70.20	\$72.20	\$90.22	\$93.22	\$110.15	\$114.15	\$114.15
Assistant to Engineer	\$37.33	\$39.33	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$67.76	\$69.76	\$88.43	\$91.43	\$105.09	\$109.09	\$109.09
Group 3-A	\$44.03	\$46.03	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$74.46	\$76.46	\$95.48	\$98.48	\$118.49	\$122.49	\$122.49
Truck Crane Assistant to Engineer	\$39.59	\$41.59	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$70.02	\$72.02	\$89.82	\$92.82	\$108.81	\$112.81	\$112.81
Hydraulic Assistant to Engineer	\$39.13	\$41.13	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$68.58	\$71.58	\$89.13	\$92.13	\$108.89	\$112.89	\$112.89
Group 4-A	\$40.83	\$42.83	\$13.83	\$10.78	\$4.51	\$0.77	30.74	0	\$71.06	\$73.06	\$91.38	\$94.38	\$111.89	\$115.89	\$115.89

indicates an apprenticeship craft. The current apprentice wage rates are available on the internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2006 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.htm>.

^a For classifications within each group, see pages 398-40.

^b 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^e Includes an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determination on the internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determination on the internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER

DETERMINATION: NC-63-3-75-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate						
		Health and Welfare	Pension and Holiday ^d	Vacation	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^e 1 1/2X	Sunday and Holiday 2X					
Classification Group ^a	Area 1 ^b	Area 2 ^c						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	
Group I	\$31.03	33.03	13.28	10.35	3.57	0.71	0.88	8	59.82	61.82	75.335	78.335	75.335	78.335	90.85	94.85
Group II	27.43	29.43	13.28	10.35	3.57	0.71	0.88	8	56.22	58.22	69.935	72.935	69.935	72.935	83.65	87.65
Group III	22.82	24.82	13.28	10.35	3.57	0.71	0.88	8	51.61	53.61	63.02	66.02	63.02	66.02	74.43	78.43
Group IV	20.11	22.11	13.28	10.35	3.57	0.71	0.88	8	48.90	50.90	58.955	61.955	58.955	61.955	69.01	73.01

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classifications within each group, see below.

^b 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Supplemental Dues.

^e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift Agreement #: Ag-6026 - Page 266 of 415

HDR Welder - Landscape - Operating Engineer's Equipment

Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploder

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

Group III

Landscape Utility Operator

Small Rubber-Tired Tractor

Trencher - Under 35 Horsepower

Group IV

Assistant Landscape Utility Operator



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR LANDSCAPE CONSTRUCTION PROJECTS**

CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-63-3-75-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate						
		Health and Welfare	Pension and Vacation	Training and Holiday ^d	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^e 1 1/2X	Sunday & Holiday 2X						
Classification Group ^a	Area 1 ^b	Area 2 ^c						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	
Group I	\$34.44	36.44	13.28	10.35	3.57	0.71	0.88	8	63.23	65.23	80.45	83.45	80.45	83.45	97.67	101.67
Group II	30.39	32.39	13.28	10.35	3.57	0.71	0.88	8	59.18	61.18	74.375	77.375	74.375	77.375	89.57	93.57
Group III	25.20	27.20	13.28	10.35	3.57	0.71	0.88	8	53.99	55.99	66.59	69.59	66.59	69.59	79.19	83.19
Group IV	22.30	24.30	13.28	10.35	3.57	0.71	0.88	8	51.09	53.09	62.24	65.24	62.24	65.24	73.39	77.39

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classifications within each group, see below.

^b 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Supplemental Dues.

^e Saturdays in the same work week may be worked at straight-time if a job is shut-down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Agreement #: Ag-6026 - Page 267 of 415)

HDR Welder - Landscape - Operating Engineer's Equipment
Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

Group III

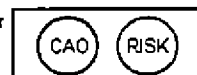
Landscape Utility Operator

Small Rubber-Tired Tractor

Trencher - Under 35 Horsepower

Group IV

Assistant Landscape Utility Operator



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) ^a

DETERMINATION: NC-200-X-17-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within San Joaquin, Tuolumne, and Yolo counties.

CLASSIFICATION	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^c	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Striper, Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	^b 34.26	7.50	4.05	-	0.10	-	8	45.91	^d 63.04	80.17	80.17
Parking Lots, Gamecourts, Playgrounds	^b 29.12	7.50	4.05	-	0.10	-	8	40.77	^d 55.33	69.89	69.89
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	^b 29.46	7.50	4.05	-	0.10	-	8	41.11	^d 55.84	70.57	70.57

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/dns.html>.

^a The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

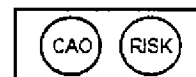
^b Includes an amount withheld for Dues Check-Off.

^c Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

^d Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments				Other Payments	Straight-Time Hours	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training			Total Hourly Rate	Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Group 1	\$28.57	\$16.22	\$6.00	\$2.15	\$0.85	^a \$0.58	8	\$54.37	\$68.655	\$68.655	\$82.94
Group 2	28.87	16.22	6.00	2.15	0.85	^a 0.58	8	54.67	69.105	69.105	83.54
Group 3	29.17	16.22	6.00	2.15	0.85	^a 0.58	8	54.97	69.555	69.555	84.14
Group 4	29.52	16.22	6.00	2.15	0.85	^a 0.58	8	55.32	70.08	70.08	84.84
Group 5	29.87	16.22	6.00	2.15	0.85	^a 0.58	8	55.67	70.605	70.605	85.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) ^c											
	^d Step I – 1 st 1000 Hours										
	^e Step II – 2 nd 1000 Hours										
	^f Step III – 3 rd 1000 Hours										

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

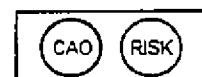
^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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DETERMINATION: NC-23-261-1-2015-1 and NC-23-261-1-2015-1A

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards
 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
 Snow Buggy
 Steam Cleaning
 Bus or Manhaul Driver
 Escort or Pilot Car Driver
 Pickup Truck
 Teamster Oiler/Greaser/and or Serviceman
 Hook Tenders
 Team Drivers
 Warehouseman
 Tool Room Attendant (Refineries)
 Fork Lift and Lift Jitneys
 Warehouse Clerk/Parts Man
 Fuel and/or Grease Truck Driver or Fuelman
 Truck Repair Helper
 Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards
 Transit Mixers through 10 yards
 Water Trucks Under 7000 gals.
 Jetting Trucks Under 7000 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 Bootman
 Buggymobile
 Ross, Hyster and similar Straddle Carrier
 Small Rubber Tired Tractor
 Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards
 Transit Mixers Over 10 yards
 Water Trucks 7000 gals and over
 Jetting Trucks 7000 gals and over
 Vacuum Trucks under 7500 gals
 Trucks Towing Tilt Bed or Flat Bed Pull Trailers
 Heavy Duty Transport Tiller Man
 Tire Repairman

GROUP 3 (continued)

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
 Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
 P.B. or Similar Type Self Loading Truck
 Combination Bootman and Road Oiler
 Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
 Ammonia Nitrate Distributor, Driver and Mixer
 Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards
 Vacuum Trucks 7500 gals and over.
 Truck Repairman
 Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
 Helicopter Pilots
 Lowbed Heavy Duty Transport (up to and including 7 axles)
 DW 10s, 20s, 21s 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

GROUP 5

Dump Truck 65 yards and over
 Holland Hauler
 Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck
 Bulk Cement Spreader (w/ or w/o Auger)
 Dumpcrete Truck
 Skid Truck (Debris Box)
 Dry Pre-Batch Concrete Mix Trucks
 Dumpster or Similar Type
 Slurry Truck

GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer
 Asphalt Burner
 Scarifier Burner
 Fire Guard
 Industrial Lift Truck (mechanical tailgate)
 Utility and Clean-up Truck
 Composite Crewman

GROUP 8

Trainee



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments		Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X	
Group 1	\$30.57	\$16.22	\$6.00	\$2.15	\$0.85	*\$0.58	8	\$56.37	\$71.655	\$71.655	\$86.94
Group 2	30.87	16.22	6.00	2.15	0.85	*0.58	8	56.67	72.105	72.105	87.54
Group 3	31.17	16.22	6.00	2.15	0.85	*0.58	8	56.97	72.555	72.555	88.14
Group 4	31.52	16.22	6.00	2.15	0.85	*0.58	8	57.32	73.08	73.08	88.84
Group 5	31.87	16.22	6.00	2.15	0.85	*0.58	8	57.67	73.605	73.605	89.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) ^c											
	^d Step I – 1 st 1000 Hours										
	^e Step II – 2 nd 1000 Hours										
	^f Step III – 3 rd 1000 Hours										

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

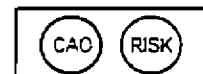
^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) ^a
AND
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare ^a	Pension ^a	Vacation and Holiday ^b	Training	Other Payments	Hours	Total Hourly Rate	Daily ^c 1 1/2X	Saturday ^d 1 1/2X	Sunday And Holiday ^e
TRAFFIC CONTROL AND RELATED CLASSIFICATIONS											
AREA 1 ^a											
Traffic Control Person I	29.34	7.84	11.06	2.63	0.45	0.22	8	51.54	66.21	66.21	80.88
Traffic Control Person II	26.84	7.84	11.06	2.63	0.45	0.22	8	49.04	62.46	62.46	75.88
Flag Person	29.04	7.84	11.06	2.63	0.45	0.22	8	51.24	65.76	65.76	80.28
AREA 2 ^a											
Traffic Control Person I	28.34	7.84	11.06	2.63	0.45	0.22	8	50.54	64.71	64.71	78.88
Traffic Control Person II	25.84	7.84	11.06	2.63	0.45	0.22	8	48.04	60.96	60.96	73.88
Flag Person	28.04	7.84	11.06	2.63	0.45	0.22	8	50.24	64.26	64.26	78.28

DETERMINATION: NC-23-102-13-2016-2A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

STRIPER AND RELATED CLASSIFICATIONS

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health ^a and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other Payments	Hours	Total Hourly Rate	Daily ^c 1 1/2X	Saturday ^d 1 1/2X	Sunday and Holiday ^e
Group 1	32.58	7.84	10.25	2.48	0.45	0.19	8	53.79	70.08	70.08	86.37
Group 2	31.08	7.84	10.25	2.48	0.45	0.19	8	52.29	67.83	67.83	83.37
Group 3	29.33	7.84	10.25	2.48	0.45	0.19	8	50.54	65.205	65.205	79.87
Group 4	27.23	7.84	10.25	2.48	0.45	0.19	8	48.44	62.055	62.055	75.67

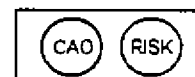
Group 1
Traffic Striping Applicator

Group 2
Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Markings Applicator
Decorative Asphalt Surfacing Applicator

Group 3
Traffic Surface Abrasive Blaster
Pot Tender

Group 4
Parking Lots, Game Courts & Playground
Striping Applicator
Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A

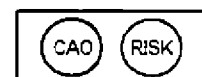


Determination: NC-23-102-13-2016-1 and NC-23-102-13-2016-2A

- # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.
- a Includes an amount for the Annuity Trust Fund.
- b Includes an amount for Supplemental Dues.
- c Saturdays or scheduled sixth (6th) consecutive work day in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.
- d AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.
- e Includes an amount for Retiree Health & Welfare
- f One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.
- g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.
- h The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TREE MAINTENANCE¹ (LABORER)

DETERMINATION: NC-102-X-21-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Locality: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION(s) ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b	Sunday/Holiday 2X
Senior Tree Trimmer	\$18.00	\$3.50	\$0.50	\$1.57	-	\$0.01	8	\$23.58	\$32.58	\$41.58
Tree Trimmer	\$16.00	\$3.50	\$0.50	\$1.37	-	\$0.01	8	\$21.38	\$29.38	\$37.38
Grounds person	\$13.25	\$3.50	\$0.50	\$1.22	-	\$0.01	8	\$18.48	\$25.105	\$31.73

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at <http://www.dir.ca.gov/oprl/pwd>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at <http://www.dir.ca.gov/oprl/pwd>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



REVISED APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

**MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES
(32N1617)**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	<u>X</u>
2. Proposal and Bid Schedule	<u>X</u>
3. Bid Bond	<u>X</u>
4. Declaration of Bidder	<u>X</u>
5. Acknowledgement of Addenda (if applicable)	<u>X</u>
6. Bidder's Statement of Qualifications	<u>X</u>
7. Subcontractor's List	<u>X</u>
8. Noncollusion Declaration	<u>X</u>
9. Debarment and Suspension Certification	<u>X</u>
10. Certification of Workers' Compensation Insurance	<u>X</u>
11. Certification Regarding Equal Employment Opportunity	<u>X</u>
12. Exhibit 15-G Construction Contract Commitment	<u>X</u>
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	<u> </u>
14. Disclosure of Lobbying Activities (if Applicable)	<u> </u>
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	<u>X</u>
16. Section 3 Certification	<u>X</u>

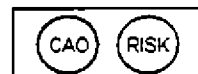
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By THE DON CHAPIN CO., INC
Company Name

Donald D. Chapin Jr.
Signature
DONALD D. CHAPIN JR. PRESIDENT

1-6-17
Date



MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES (32N1617)

CITY OF MONTEREY

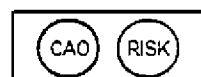
PROPOSAL

To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

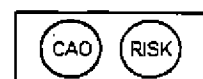
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	4,000 ⁻	4,000 ⁻
2	Storm Water Compliance	1	LS	3,000 ⁻	3,000 ⁻
3	Construction Surveying	1	LS	8,500 ⁻	8,500 ⁻
4	Earthwork	180	CY	155 ⁻	27,900 ⁻
5	Demolition and Disposal, Concrete Curb and Gutter	18	LF	28 ⁻	504 ⁻
6	Demolition and Disposal, Concrete Sidewalk	1,325	SF	5 ⁵⁰	7,293 ⁻
7	Demolition and Disposal, Asphalt Basketball Court	370	CF	9 ⁵⁰	3,575 ⁻
8	Clear & Grub	3,450	SF	3 ¹⁵	10,867 ⁵⁰
9	Construct Concrete Sidewalk (City Detail No. 111 R)	2,007	SF	9 ⁰⁰	18,063 ⁻
10	Construct Concrete Residential Sidewalk Crossing (City Detail No. 108R)	100	SF	18 ⁰⁰	1,800 ⁻
11	Construct Concrete Curb & Gutter (City Detail No. 100 R)	4	LF	250 ⁻	1,000 ⁻
12	Vertical Concrete Curb	30	LF	71 ⁵⁰	2,145 ⁻
13	Construct Concrete Basketball Court, 3 1/2 Inch Thickness	3,008	SF	8 ⁰⁰	24,064 ⁻
14	Construct Concrete Basketball Court, 5 1/2 Inch Thickness	2,149	SF	11 ⁵⁰	24,713 ⁵⁰
15	Aggregate Base (4" thick, Class II)	5,157	SF	2 ⁴⁰	12,376 ⁰⁰
16	Pavement Marking, Basketball Court (Paint)	1	LS	2,800 ⁻	2,800 ⁻
17	Basketball Court Poles and Backboards	1	LS	8,250 ⁻	8,250 ⁻



18	New ADA Compliant Picnic Table	2	EA	3,000 ⁻	6,000 ⁻
19	New ADA Compliant Bench	4	EA	1,250 ⁻	5,000 ⁻
20	New Drinking Fountain for ADA Compliance	1	LS	5,000 ⁻	5,000 ⁻
21	New Barbecue Pits	2	EA	1,750 ⁻	3,500 ⁻
22	Lighting Control Panel "LCP"	1	EA	2,700 ⁻	2,700 ⁻
23	Light Fixture Type "XA" (Pole & Concrete Base Included)	4	EA	5,500 ⁻	22,000 ⁻
24	Light Fixture Type "XB" (Pole & Concrete Base Included)	2	EA	5,300 ⁻	10,600 ⁻
25	In-Grade Pull Boxes	9	EA	375 ⁻	3,375 ⁻
26	1 1/2" EMT	20	LF	15 ⁻	300 ⁻
27	1 1/2" PVC Schedule 40	190	LF	6 ⁻	1,140 ⁻
28	1/2" PVC Schedule 40	380	LF	4 ⁻	1,520 ⁻
29	Conductor - #8 AWG (THHN/THWN)	1220	LF	1.50	1,830 ⁻
30	Conductor - #10 AWG (THHN/THWN)	610	LF	1.40	854 ⁻
31	Electrical Conduit Excavation and Trenching	485	LF	19.00	9,215 ⁻
32	Irrigation	1	LS	27,000 ⁻	27,000 ⁻
33	Tree Planting	26	EA	340 ⁻	8,840 ⁻
34	6' Chain Link Fence	26	LF	165 ⁻	4,290 ⁻
35	Concrete Planter Wall	44	SF	170 ⁻	7,480 ⁻
36	Bioretention Medium and Planting	378	SF	40 ⁻	15,120 ⁻
37	Record Drawings	1	LS	500 ⁻	500 ⁻
TOTAL BASE BID (ITEMS 1 THROUGH 37) (In Words)					(In Figures)
<u>TWO HUNDRED NINETY SEVEN THOUSAND</u> <u>FIFTY-FIVE DOLLARS & EIGHTH CENTS</u>					\$ 297,055 ⁸⁰



ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
38	Soil Preparation	6,000	SF	1 ¹⁵	6,900 ⁻
39	Sod	6,000	SF	1 ⁴⁵	8,700 ⁻
40	Header Board	395	LF	12 ⁵⁰	4,937 ⁵⁰
41	Landscape Maintenance	1	LS	1,900 ⁻	1,900 ⁻
42	Clear & Grub	6,000	SF	1.30	7,800 ⁻
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 38 THROUGH 42) (In Words) <u>THIRTY THOUSAND, TWO HUNDRED THIRTY -</u> <u>SEVEN DOLLARS AND FIFTY CENTS</u>					(In Figures) \$20,237 ⁵⁰

ADDITIVE ALTERNATIVE #2

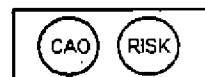
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
43	Mulch	5,900	SF	0 ⁷⁵	4,425 ⁻
44	Decomposed Granite Paving	7,600	SF	2 ⁸⁰	21,280 ⁻
45	Header Board	115	LF	12 ⁵⁰	1,437 ⁵⁰
46	Clear & Grub	11,250	SF	1.30	14,625 ⁻
47	Earthwork	120	CY	130 ⁻	15,600 ⁻
TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 43 THROUGH 47) (In Words) <u>FIFTY SEVEN THOUSAND, THREE HUNDRED</u> <u>SIXTY SEVEN DOLLARS AND FIFTY CENTS</u>					(In Figures) \$57,367 ⁵⁰

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 47) (In Words) <u>THREE HUNDRED EIGHTY FOUR THOUSAND</u> <u>SIX HUNDRED SIXTY DOLLARS AND</u> <u>EIGHTY CENTS.</u>	(In Figures) \$384,660 ⁸⁰
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BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 47).



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No 406512, Class: A, B, C12, HAZ, RTC Expiration date: 6/30/2017

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000001363

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN SALINAS,

MONTEREY COUNTY, CALIFORNIA, ON 1-6, 2017.

Name of Firm: THE DON CHAPIN CO., INC.

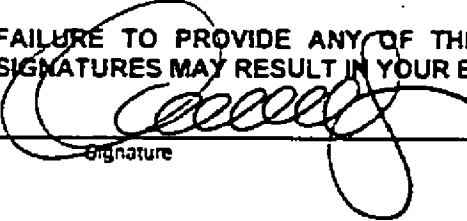
Address: 560 CRAZY HORSE CYN RD, SALINAS CA 93907

Telephone: 831-449-4273

Email: dchapin@donchapin.com

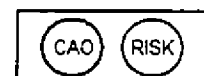
(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf)

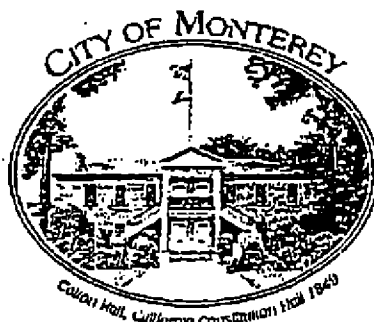
FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE



Signature

DONALD D. CHAPIN JR. PRESIDENT
Printed Name and Title





DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: December 12, 2016
TO: All Bidders
SUBJECT: Montecito Park Basketball Court, Turf, and ADA Upgrades Project
Bid proposals due on January 10, 2017
Sent Via: EbidBoard

Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Please refer to the following sections for revisions:

Please add the attached Appendix A, Page 23: "Section 3 Certification Instructions."

Specification Part IV, Page 2: "Time Limits," please add the following: "Receipt of lights and poles may occur outside of 60 calendar work schedule, and shall be installed within one week of delivery."

In response to questions received, please see the following clarification regarding Basketball Court Accessories:

The basketball pole and backboard shall be a gooseneck system, 4'- to 5' overhang, and includes heavy-duty braces to support the backboard. Steel backboard has an orange border on 12 gauge steel with graffiti-resistant, white powder coated finish, or equivalent.

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

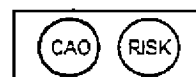
Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm, Tuesday, January 10, 2017.

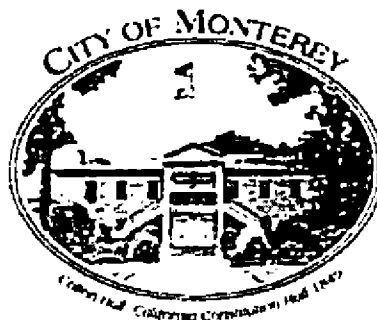
If you have additional questions, please contact Jeff Krebs, P.E., by email at engineering-admin@monterey.org.

Sincerely,


Steve Wittry, P.E.
City Engineer

c: Finance





DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: January 3, 2017
TO: All Bidders
SUBJECT: Montecito Park Basketball Court, Turf, and ADA Upgrades Project
Addendum 2
Sent Via: EbidBoard

Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

The following questions have been received from prospective bidders. Please see the City's response below:

Question: Can you please clarify if Bid Item #38, Alt #1 Soil Preparation is to be 6,000 SF not 8,000 SF to correlate with the other Alt #1 bid items?
Answer: The Soil Preparation bid item is limited to the Sod planting area. The Soil Preparation bid item has been revised from "8,000 SF" to "6,000 SF". This has been altered in a Revised Appendix A for you Bid proposal submittal.

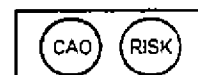
Question: Can you please clarify the specifications for the Pebble Colored Perimeter Sidewalk as shown on C-3?
Answer: Use Davis color mix No. 641, 0.5 LB/sac of cement, for the Pebble Colored Perimeter Sidewalk.

Question: Does the City of Monterey have standard places they would prefer us to advertise (for DBE's), and/or have a standard form for advertising? Does the City of Monterey have a list of approved DBE Firms that I can contact?
Answer: The process for advertising DBE's is up to the contractor, however, bidders must be able to show a good faith effort was made in order to solicit and hire DBE certified contractors. (Please see Part II, pages 20-24). The City does not keep a list of DBE certified contractors. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Question: Please clarify whether the picnic tables shown on the plans are indeed ADA compliant or whether they are 4 seaters. The model specified in the specs calls for 76-44PL, this is not ADA compliant.
Answer: Part IV, Page 67: Site Furnishings, Part 2 - Products, Furnishings: Model is revised to Model # 76-PL-3.

Question: Will additional contract time be considered if the additive alternates are awarded with the base bid?
Answer: No additional contract time will be considered, if the original contract awarded at City Council, includes the base bid and either additives 1 or 2.

Question: The Addendum issued on December 12, 2016 was not labeled as Addendum I, how do we acknowledge this addendum?
Answer: On Part 11, page 11, you can acknowledge this addendum as "Addendum # 1" or by the issue date "December 12, 2016". either reference acknowledgment of the addendum will be accepted.



Question: Appendix A, Page 2 lists "CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (35C1553C, 35C1555, 41C1650, 41C1551)" as the project title.

Answer: This project title has been corrected to "MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES (32N1617)" to be consistent with the rest of the Specifications. This has been altered in a Revised Appendix A for you Bid proposal submittal.

Question: Can the entire park be closed during construction?

Answer: The entire park can be closed for construction, including after hours and weekends. Contractor must maintain the sidewalk frontage area available for the school bus pick up and drop off.

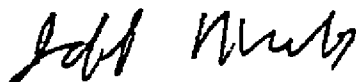
Please see attached copies of the California Prevailing Wage Determination for this project.

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m. on January 10, 2017.

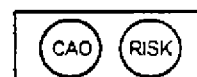
If you have additional questions, please contact Jeff Krebs, P.E. by email at engineering-admin@monterey.org.

Sincerely,



Jeff Krebs, P.E.
Principal Engineer

c: City Engineer
Finance



ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

- 1. ONE
- 2. TWO
- 3. _____
- 4. _____
- 5. _____
- 6. _____

12/12/16 DC

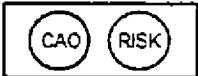
01/03/17 DC



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
SEE ATTACHMENT	"A"			



Attachment "A"Completed Projects for Reference Purposes

JOB #: 216-051

JOB NAME: 38th Avenue Road Reconstruction Project

LOCATION: Capitola CA

CONTRACT AMOUNT: \$298,111.00

OWNER: City of Capitola

CONTACT: Steven Jesberg Public Works 831-475-7300 831-479-8879

DATE OF COMPLETION: June 30, 2016

DESCRIPTION OF WORK: Mobilization, Traffic Control, CAS, WPC, & Erosion Control. 2", 4" Deep Cold Mill Pavement Removal, Demo, AC Pavement repair 4", New AC Pavement Section, Fabric Paving Mat, 2" Asphalt Concrete overlay, Concrete sidewalk, Concrete Curb & Gutter, Case "C" Curb Ramp, Thermoplastic Traffic Stripes and Pavement Markers, Roadside Signs, Traffic Loop

JOB #: 215-055

OWNER: City of Gonzales

JOB NAME: 2014/2015 ADA Ramps & Driveway Project

CONTRACT AMOUNT: \$124,490.00

LOCATION: Various ADA Ramps & Driveways, Gonzales CA

CONTACT: Patrick Dobbins

PHONE: 408-710-9866

COMPLETION DATE: August 2015

DESCRIPTION OF WORK: Mobilization, Traffic Control, WPCP, Remove Existing AC, Concrete, Drainage Inlet, Relocate sign, Install New Drainage, Import Backfill, Hot Mix Asphalt (Type A) HMA, Curb Ramp Case A, Q, C, Curb, Gutter, Sidewalk, Concrete Driveway, Relocate Key Pad, Striping

JOB #: 215-037

OWNER: City of Monterey

JOB NAME: Archer Sidewalk Improvements

CONTRACT AMOUNT: \$89,902.00

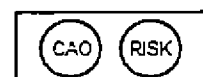
LOCATION: Archer St., Monterey CA

CONTACT: Jeff Ray

PHONE: 831-646-3860

COMPLETION DATE: August 2015

DESCRIPTION OF WORK: Mobilization, Demo, Storm Water Compliance, Traffic Control, Earthwork, Concrete Sidewalk, Curb, Gutter, Type A1 Curb, Concrete ADA Crosswalk, Cement Stabilized Decomposed Granite, Asphalt Concrete Pavement, Agg Base C1-2, 12" Diameter Reinforced Concrete Pipe, Catch Basin, Manhole, Sign and Sign Post Reinstallation, Record Drawings



JOB #: 214-061
OWNER: County of Monterey
JOB NAME: Castroville Blvd. Overlay
CONTRACT AMOUNT: \$1,227,416.00
LOCATION: Castroville Blvd. Castroville CA
CONTACT: Jose Gomez
PHONE: 831-755-4816
COMPLETION DATE: December 2014
DESCRIPTION OF WORK: Construction Area signs, Traffic Control, Job Site Management, WPCP, Cold Plane Asphalt Concrete Pavement, Clearing & Grubbing, Slurry Seal, Hot Mix Asphalt, Tack Coat, Frame and Cover, Inductive Loop

JOB #: 214-084
OWNER: City of Salinas
JOB NAME: East Market ADA Ramps
CONTRACT AMOUNT: \$240,693.00
LOCATION: E. Market St. Salinas CA
CONTACT: Marco Becerra
PHONE: 831-758-7381
COMPLETION DATE: November 2014
DESCRIPTION OF WORK: R/D exist Conc. Curb/Gutter, Sidewalk Dwy, Ramp and AC. Construct Ped Access Ramp, Curb and gutter, and Sidewalk, 2" Dia Barricade Railing, Type B and C Access Ramps, Concrete Median Island, R/R Signs, Install Type 2 Curb, Traffic Control, Water Pollution Control, Construction Area Signs

JOB #: 214-151
OWNER: City of Gilroy
JOB NAME: Sixth Street Improvements
CONTRACT AMOUNT: \$850,985.00
DAYS: 70 Working Days
LOCATION: Sixth St. Gilroy, CA
CONTACT: Richard Smelser P.E.
PHONE: 408-846-0451 FAX: 408-846-0429
COMPLETION DATE: January 2015
DESCRIPTION OF WORK: Fiber Optic Repair, Mobilization, Remove Concrete Sidewalks, WPCP, Construction Area Signs, Traffic Control, Remove Concrete Sidewalk, Curb/Gutter, Pavement, Thermo Pavement Marking, Clear/Grub, Minor Concrete Sidewalk, Curb/gutter, Curb Ramp, & Raised Ramp, Detectable Warning Surface, Asphalt, Brick Pavers, Agg Base, Traffic Stripe, Pavement Markers, Pavement Markings, Signs, Import Topsoil, Planting, Mulch, Plant



JOB #: 213-107
OWNER: County of San Benito
JOB NAME: Santa Ana Road Signal and Intersection Improvements
CONTRACT AMOUNT: \$250,821.00
DAYS: 38 Working Days
LOCATION: Fairview and Santa Ana
CONTACT: Arman Nazemi P.E.
PHONE: 831-636-4170 FAX: 831-636-4176
COMPLETION DATE: November 2013
DESCRIPTION OF WORK: WPCP, Traffic Control, Clear & Grub, Traffic Signal System, Pavement Markers, Paint Traffic Stripe, Paint Traffic Stripe CL Lines Double Stripe, Thermoplastic Pavement Markings, & Cross Walk Stripe, Remove existing Striping, Pavement Markings, & Pavement Markers, Asphalt Paving, Agg Base, Install Curb & Gutter, V-Ditch, Parkway Drain, Concrete Sidewalk, AC Dike

JOB #: 213-125
OWNER: City of Monterey
JOB NAME: Parking Lots ADA Improvements
CONTRACT AMOUNT: \$236,216.00
DAYS: 40 Calendar Days
LOCATION: Various Locations
CONTACT: Elvie Camacho
PHONE: 831- 646-3783
COMPLETION DATE: December 2013
DESCRIPTION OF WORK: Clear, Grub, Demo, Earthwork, Curb/Gutter, Concrete Sidewalks, and Walkways, AC Dike, Storm Drain Line, Appurtenances, Concrete Pavement, AC Pavement, Agg Base, Sidewalk Crossing, Concrete Retaining Wall, Signs, Striping & Pavement Markings, Bollards, Traffic Signal Work

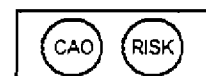
JOB #: 213-058
OWNER: City of Hollister
JOB NAME: Prop 1B Roadway Improvements
CONTRACT AMOUNT: \$820,225.00
DAYS: 65 Days
LOCATION: Hollister CA
CONTACT: David Rubcic
PHONE: 831-636-4340 FAX: 831-636-4349
COMPLETION DATE: August 15, 2013
DESCRIPTION OF WORK: Traffic Control, Remove & Replace Concrete Curb, Gutter & Sidewalks, Handicap Ramps, Wedge & Conform Grind, AC Overlay, Fabric, Manholes, Striping, Pavement Markings



SUB-CONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
VARNI ELECTRICAL	735622	1000001220	WATSONVILLE	ELECT.
TRIVALET STRIPING	850528	1000000653	ORLAND, CA	STRIPING
GOLDEN BAY FENCE	664905	1000000720	STOCKTON, CA	FENCE
ROSS RECREATION	520752	100003500	SANTA ROSA	SITE FURNISHINGS
KCI ENV.	813844	1000010403	SARILUIS CALIF.	LANDSCAPE



**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

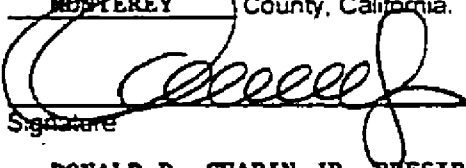
I am the PRESIDENT of THE DON CHAPIN CO., INC., the party making the foregoing bid.

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

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 this day of JANUARY, 2017 in SALINAS [city], MONTEREY County, California.



Signature

DONALD D. CHAPIN JR., PRESIDENT
Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager.

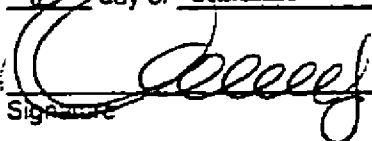
- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 10 day of JANUARY, 2017 in SALINAS [city], MONTEREY County, California.



Signature

DONALD D. CHAPIN JR. PRESIDENT

Printed Name and Title



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, Travelers Casualty and Surety Company of America, as Surety and The Don Chapin Company, Inc., as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **MONTECITO PARK BASKETBALL COURT, TURF, AND ADA UPGRADES PROJECT (32N1617)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.


In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

JAN 03 2017
CAO RISK 5

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 29th day of December, 2015 by their duly authorized agents or representatives.

The Don Chapin Company, Inc.
 (Bidder/Principal Name)

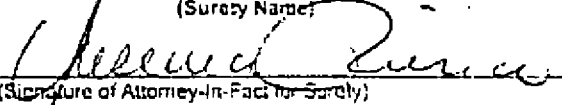
By: 
 (Signature)

DONALD D. CHAPIN JR.
 (Typed or Printed Name)

Title: PRESIDENT

(Attach Notary Public Acknowledgement of Principal's Signature)

Travelers Casualty and Surety Company of America
 (Surety Name)

By: 
 (Signature of Attorney-in-Fact for Surety)

Yesenia Rivera, Attorney-in-Fact
 (Typed or Printed Name of Attorney-in-Fact)

(Attach: (i) Attorney-in-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-in-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-in-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

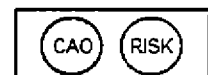
Tina Menard
 (Contact Name)

100 California St., #300
 (Street Address)

San Francisco, CA 94111
 (City, State & Zip Code)

(415) 732-1482 (866) 227-7125
 Telephone Fax

amenard@travelers.com
 (Email address)



The Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, reorganizations, contracts of indemnity, and other writings, obligations in the nature of a bond, reorganization, or conditional undertaking; and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, reorganization, contract of indemnity, or writing obligation in the nature of a bond, reorganization, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by (a) a person who is a partner in the law firm of Kevin F. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which is in full force and effect and has not been revoked in a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of December, 2016.

I certify this power of attorney is in effect.

Virginia Rivera
Virginia Rivera

Kevin F. Hughes
Kevin F. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-1600 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY



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

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

Attorney-In Fact No. 228849

Certificate No. 006152214

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

F. R. Hudson III, David J. Bachan, Yesenia Rivera, Charles M. Griswold, Vincent M. Sculari, Felicia Gardner, Wendy Pastora, Patricia Simicich, Steven Duke, and Martha Vella Garcia

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

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 26th day of December 2014

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

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



State of Connecticut
City of Hartford is

By [Signature]
Robert E. Ranev, Senior Vice President

On this the 26th day of December 2014 before me personally appeared Robert E. Ranev, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 06th day of June, 2016



Marie C. Tetreault
Marie C. Tetreault, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

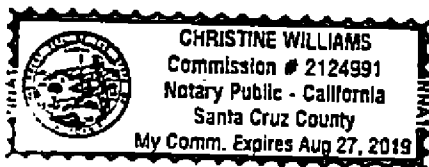
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Cruz

On December 29, 2016 before me, Christine Williams, Notary Public, personally appeared Yesenia Rivera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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



WITNESS my hand and official seal.

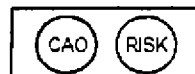
Christine Williams
Christine Williams

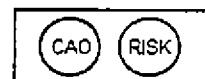
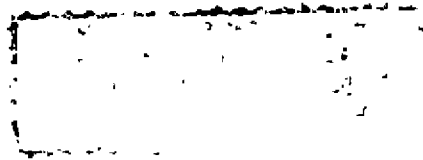
OPTIONAL

Type: Certified Power of Attorney for Yesenia Rivera, Attorney-in-Fact for Travelers Casualty and Surety Company of America

Description: Power of Attorney on Bid Bond for The Don Chapin Company, Inc. to the City of Monterey for Montecito Park Basketball Court, Turf, and ADA Upgrades Project (32N1617)

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Santa Cruz

On December 29, 2016 before me, Christine Williams, Notary Public, personally appeared Yesenia Rivera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Christine Williams
Christine Williams

-----OPTIONAL-----

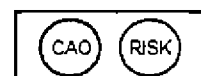
Type: Bid Bond

Principal: The Don Chapin Company, Inc.

Obligee: City of Monterey

Description: Montecito Park Basketball Court, Turf, and ADA Upgrades Project (32N1617)

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America



ACKNOWLEDGMENT

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

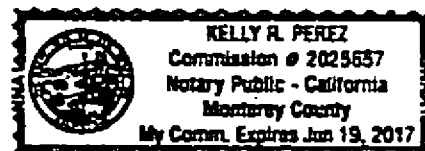
State of California
County of Monterey

On January 9, 2017 before me, Kelly R. Perez - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kelly R Perez (Seal)



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

1. DONALD D. CHAPIN JR. the PRESIDENT of
(Name) (Title)

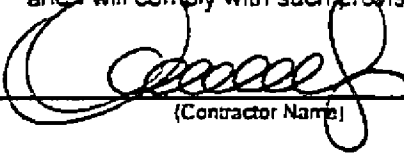
THE DON CHAPIN CO., INC. declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

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

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

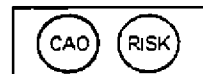
3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of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




(Contractor Name)

By: DONALD D. CHAPIN JR
(Signature)

PRESIDENT



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.	
Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): THE DON CHAPIN CO., INC. 560 CRAZY HORSE CYN RD SALINAS CA 93907	
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3. Compliance Reports were required to be filed in connection with such contract or subcontract. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Name and Title of Signer (please type) DONALD D. CHAPIN JR. PRESIDENT	
Signature 	Date 1-6-17

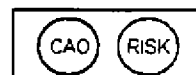
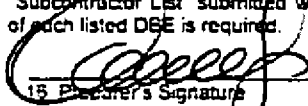


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

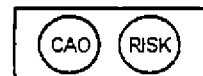
1. Local Agency: CITY OF MONTEREY 2. Contract DBE Goal: 12
 3. Project Description: MONTECITO PARK BASKETBALL COURT, TURF & ADA UPGRADES
 4. Project Location: MONTEREY CA
 5. Bidder's Name: THE DON CHAPIN CO., INC. 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
16	STRIPING	41297	TR1 VANLEY STRIPING	\$ 2,800 -
34	^{DC} GOLDEN BOND FENCE	009140	GOLDEN BOND FENCE	\$ 4,290 -

Local Agency to Complete this Section		15. TOTAL CLAIMED DBE PARTICIPATION \$ 7090 1.8 %
21. Local Agency Contract Number: _____	22. Federal-Aid Project Number: _____	
23. Bid Opening Date: _____	24. Contract Award Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  15. Preparer's Signature DONALD D. CHAPIN JR. 18. Preparer's Name PRESIDENT 20. Preparer's Title 1-6-17 17. Date 831-449-6273 19. Phone
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
25. Local Agency Representative's Signature _____	26. Date _____	
27. Local Agency Representative's Name _____	28. Phone _____	
29. Local Agency Representative's Title _____		

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

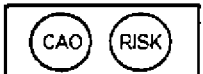


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
11. Information requested through this form is authorized to be by 31 U.S.C. section 1352. The disclosure of lobbying activities is a public responsibility of the agency which reference was placed on the law books when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be available to the public. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether a subwarfare or grant Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a covered flag pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply to each the most flag and material change report. Refer to the implementing guidance published by the Chief of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action
3. Identify the appropriate designation of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District. If known, check the educational affiliation of the reporting entity that designates it as, or expects to be a prime or substantial recipient. Identify in a list of the subwarfare, e.g. the flag subwarfare of the prime is the flag list. Subwarfare include but are not limited to subcontracts, segments and contract breaks under grants
5. If the organization filing the report in item 4 checks "Subwarfare," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level. Use agency name, if known. For example: Department of Transportation, United States Coast Guard
7. Enter the Federal program name or description for the covered Federal action. Item 11, if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the applicant proposal serial number assigned by the Federal agency); include prefix, e.g., "RFPA-DE-50-201."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, it is intended no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



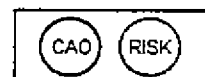
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



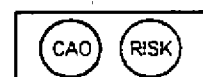
SECTION 3 CERTIFICATION INSTRUCTIONS

Proof of certification of Section 3 eligibility must be submitted with each bid. Bidders may complete the online form as documentation of whether or not theirs is a Section 3 Business Concern. The online form may be found at the following website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmISection3.action>.

Section 3 Numerical Goals/Targets are as follows:

1. The target for New Hires and Training Opportunities is 30% of the aggregate number of new hires.
2. The target for Construction Contracts with Section 3 Business Concerns is 10% of the total dollar amount.





Section 3 Business Registry

[INSTRUCTIONS](#) [FAQS](#) [CONTACT US](#)

OMB App#

[What is the Section 3 Business Registry](#)

[Am I a Section 3 Business](#)

[Register a Business](#)

[Search for a Business](#)

Am I a Section 3 Business?

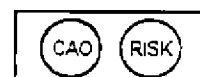
Please complete the information below and click the "Check" button. If you qualify based on at least one basis below then your organization is considered a Section 3 business.

1. Is 51% of Your Business Owned By Section 3 Residents?

a. Percent Owned by Section 3 Residents:	<input type="text" value="0"/>
b. Percent Owned by All Others:	<input type="text" value="0"/>
<input type="text"/>	<input type="text" value="0%"/>
<input checked="" type="radio"/> No	

2. Does 30% of Your Current Full-Time Staff Meet the Definition of a Section 3 Resident?

a. Total Number of Full-Time Employees:	<input type="text" value="125"/>
---	----------------------------------

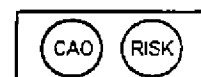


b. Number of Full-Time Employees That Currently Meet the Definition of a Section 3 Resident:	0
c. Number of Full-Time Employees That May Have Met the Definition of a Section 3 Resident Within the Last 3 Years:	0
<input type="text"/>	0%
<input checked="" type="radio"/> No	

3. Does Your Business have Evidence of Firm Commitment(s) to Provide 25% of the Total Dollar Amount of Subcontracts to Section 3 Businesses?

a. Total Dollar Amount of Subcontracts To Be Awarded With HUD Funds:	\$ 1000
b. Total Dollar Amount of HUD-Funded Subcontracts To Be Awarded To Section 3 Businesses:	\$ 0
<input type="text"/>	\$ 0%
<input checked="" type="radio"/> No	

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455





Section 3 Business Registry

[INSTRUCTIONS](#) [FAQS](#) [CONTACT US](#)

GMB Apps

[What is the Section 3 Business Registry](#)

[Am I a Section 3 Business](#)

[Register a Business](#)

[Search for a Business](#)

Register for Section 3 Self Certification

Use this form to self certify your Section 3 business and register it so that it may be found with the HUD Section 3 Business Registry.

Business Information

Business Name *Required*

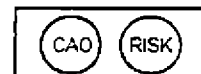
Street Address *Required*

City, State *Required*

ZIP *Required*

County *Required*

Agreement #: Ag-6026 - Page 308 of 415



Contact Information

Business Telephone Number

Required

Business Website Address

Business Point of Contact

Required

Business Email

Required

Contact Telephone Number

Business Details

Number of Employees

Required

Business License

NAICS

Year Business Established

Required

DUNS Number

f



Employer Identification Number i

Metropolitan Area Locations NOT Willing to Serve

Business Capabilities Narrative

Business Designations i

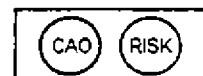
- DOL Registered Apprenticeship Provider
- DOL Youthbuild Participant/Grantee
- HUBZone Firm
- Labor Union Certified Firm
- Minority-Owned Business
- Public Housing Resident-Owned Business
- SBA 8a Firm
- White House My Brother's Keeper (MBK) Initiative Mentor
- White House My Brother's Keeper (MBK) Initiative
On-The-Job Training Provider
- Woman-Owned Business

Provided Services



- Accounting
- Architecture
- Brick Masonry
- Carpentry
- Consulting
- Demolition
- Electrical
- Engineering
- HVAC
- IT
- Janitorial
- Landscaping
- Lead Hazard Control
- Maintenance
- General Contractor
- Painting Dry Wall
- Plumbing
- Roofing
- Security
- Other

Other (describe)



THE DON CHAPIN CO., INC. DOES NOT QUALIFY FOR THE SECTION 3 REGISTRY



Section 3 Business Registry

[INSTRUCTIONS](#) [FAQS](#) [CONTACT US](#)

OMB Appr

[What is the Section 3 Business Registry](#)

[Am I a Section 3 Business](#)

[Register a Business](#)

[Search for a Business](#)

Register for Section 3 Self Certification

Use this form to self certify your Section 3 business and register it so that it may be found with the HUD Section 3 Business Registry.

Business Information

Business Name *Required*

The Don Chapin Co., Inc.

Street Address *Required*

560 Crazy Horse Cyn Rd

City, State *Required*

SALINAS, CA

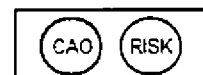
ZIP *Required*

93907

County *Required*

Monterey

Agreement #: Ag-6026 - Page 312 of 415



Contact Information

Business Telephone Number *Required*

(831) 449-4273

Business Website Address

<http://www.donchapin.com>

Business Point of Contact *Required*

Donald D. Chapin Jr.

Business Email *Required*

dchapin@donchapin.com

Contact Telephone Number

(831) 449-4273

Business Details

Number of Employees *Required*

220

Business License

406512

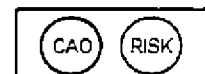
NAICS

Year Business Established *Required*

1978

DUNS Number

092205202



Employer Identification Number i

94-2587223

Metropolitan Area Locations NOT Willing to Serve

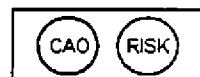
only in Monterey, San Benito, Santa Cruz counties

Business Capabilities Narrative

Business Designations i

- DOL Registered Apprenticeship Provider
- DOL Youthbuild Participant/Grantee
- HUBZone Firm
- Labor Union Certified Firm
- Minority-Owned Business
- Public Housing Resident-Owned Business
- SBA 8a Firm
- White House My Brother's Keeper (MBK) Initiative Mentor
- White House My Brother's Keeper (MBK) Initiative
On-The-Job Training Provider
- Woman-Owned Business

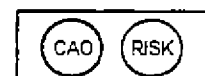
Provided Services



- Accounting
- Architecture
- Brick Masonry
- Carpentry
- Consulting
- Demolition
- Electrical
- Engineering
- HVAC
- IT
- Janitorial
- Landscaping
- Lead Hazard Control
- Maintenance
- General Contractor
- Painting Dry Wall
- Plumbing
- Roofing
- Security
- Other

Other (describe)

Agreement #: Ag-6026 - Page 315 of 415



Currently Hiring

Yes

No

Section 3 Business Criteria

Your business is eligible to apply for preference as a Section 3 Business if, in addition to meeting all applicable state and local regulations, it self-certifies that it meets one or more of the following criteria (you must check at least one):

A. Fifty-one percent or more of the business is owned by Section 3 Residents;

B. Thirty percent or more of the business' fulltime employees are Section 3 Residents; or

C. The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

Businesses that self-certify that they meet the definition of a Section 3 business may be required to provide verification of their eligibility to recipients of HUD funding and/or the Department.

Determine if you are a Section 3 business.

Section 3 Residents Are

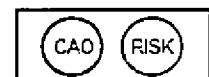
A. Residents of Public and Indian Housing; or

B. Residents of the Metropolitan Area or Non-Metropolitan County that Meet the Definition of Low- and Very Low-Income.

Determine low-and very low-income thresholds for your area

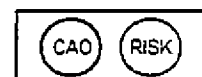
Self Certification

By Submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the required HUD Section 3 business self-certification eligibility requirements in



accordance with 24 CFR Part 135. HUD accepts the firm's self-certification that it meets the requirements of a Section 3 Business, but has not validated this claim or substantiated its validity. HUD does not endorse the services provided by any firms that apply for self-certification. A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from local recipient agencies or HUD. Information that is misrepresented on this form will be grounds for terminating Section 3 certification, or any contract(s) that may be awarded. Firms that misrepresent their eligibility to receive preference as a Section 3 business may face financial or criminal penalties.

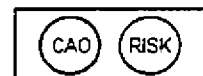
U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



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APPENDIX B: HUD FORM 4010



Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

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

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

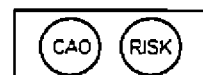
(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withheld or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

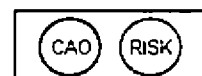
3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trained programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at: <http://www.dol.gov/gsa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete:



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

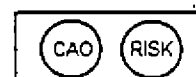
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

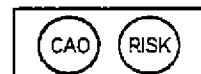
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

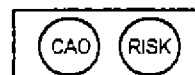
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

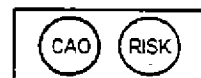
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



APPENDIX C: SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968



§ 135.1

APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701c; 42 U.S.C. 3535-d1.

SOURCE: 59 FR 33820, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33820, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28225, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701c) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28225, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(i) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

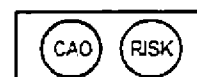
(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds—(i) No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance—(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.



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(c) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

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

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection



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with section 3 covered projects (as described in § 135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

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Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

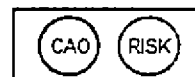
Public housing resident has the meaning given this term in 24 CFR part 983.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section J means section 3 of the Housing and Urban Development Act of 1968, as amended (42 U.S.C. 1701u).

Section J business concern means a business concern, as defined in this section—

(i) That is 51 percent or more owned by section 3 residents; or



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(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in §135.33.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

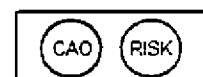
Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See §125.40. *Section 3 resident* means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that



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such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[50 FR 12880, June 30, 1984, as amended at 61 FR 5203, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; provided however, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

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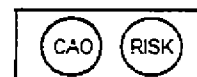
not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.



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(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)–(1) General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a–276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended



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by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and

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subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or sub-contract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project.

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or sub-contract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;



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(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in § 135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

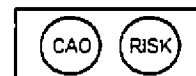
(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist



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local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

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located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

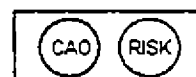
(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.35 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments



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for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses):

(i) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(ii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 1 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12299) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 21 CFR 85.35 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

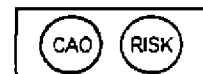
All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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, 42 U.S.C. 1701a (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR



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part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 150e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

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management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 903 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A section 3 joint venture means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this



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part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in §135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in §135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of non-compliance made under §135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

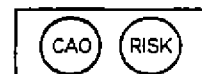
§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.



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Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 21, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (i) A complaint must be received not later than 180 days from the date of the action or

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omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges non-compliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint—(1) Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

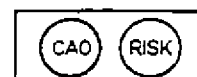
(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.*
(1) Within ten (10) days of timely filing of a complaint that contains complete



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Information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint*. Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution*. Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution*. The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions*. Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint*. The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited*. No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of



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complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(3) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

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made available to the recipient or contractor.

APPENDIX TO PART 135**1. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents**

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as those terms are defined in § 135.24) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2



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persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representative.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102 and 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

11. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 903 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

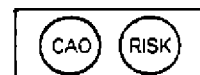
(5) For HA's, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.



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(16) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(17) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(18) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(19) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(20) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(21) Developing a list of eligible section 3 business concerns.

(22) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 983.

(23) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(24) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(25) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(26) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(27) Actively supporting joint ventures with section 3 business concerns.

(28) Actively supporting the development or maintenance of business incubators which assist section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(a).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than

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\$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(1) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

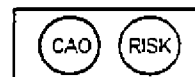
- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (1)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(2) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source, if no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(3) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:



(l) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	Percentage of
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$18,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

(11) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for those business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preferences, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

- Sec.
- 146.1 Purpose of the Age Discrimination Act of 1975.
- 146.3 Purpose of HUD's age discrimination regulation.
- 146.5 Applicability of part.
- 146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

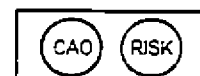
- 146.11 Scope of subpart.
- 146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

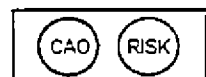
- 146.21 General responsibilities.
- 146.23 Notice of subrecipients.
- 146.25 Assurance of compliance and recipient assessment of age distinctions.
- 146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

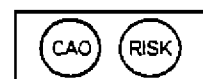
- 146.31 Compliance reviews.
- 146.33 Complaints.
- 146.35 Mediation.
- 146.37 Investigation.
- 146.39 Enforcement procedures.
- 146.41 Prohibition against intimidation or retaliation.



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APPENDIX D: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS



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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

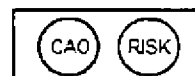
a. The records kept by the contractor shall document the following:

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

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

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

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



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

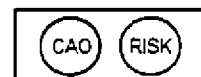
(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every occasional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b (2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

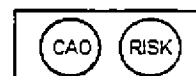
b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

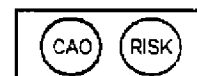
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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



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

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

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

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

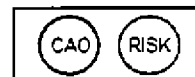
The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

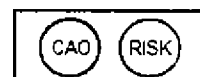
d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

.....

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

.....

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

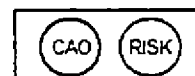
1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



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APPENDIX E: DAVIS-BACON ACT (JULY 2005)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

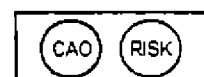
(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; 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 period.



(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The City shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the City to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly

cash equivalent thereof.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The City will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

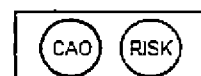
(c) *Withholding for unpaid wages and liquidated damages.* The City will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the City will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the City or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the City or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.



APPRENTICES AND TRAINEES (JULY 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

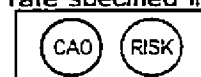
(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the



applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the—

Superintendent of Documents
U.S. Government Printing
Office Washington, DC 20402



The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the City or authorized representatives of the City or the Department of Labor. The Contractor or subcontractor shall permit the City or representatives of the City or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

WITHHOLDING OF FUNDS (FEB 1988)

The City shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the City may, after written notice to the

Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination—Debarment;

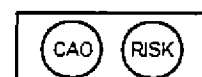
(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the City a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.



(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the City an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. 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.

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

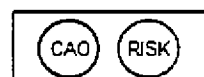
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract

CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

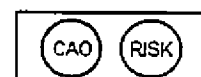
(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



APPENDIX F: ADDITIONAL REGULATIONS

Agency and Contractor agree to comply with all applicable state and local codes, ordinances and other applicable laws and with all applicable program requirements prescribed by the City and CDBG and to any amendments hereafter to CDBG program guidelines and requirements. These include, but are not limited to the following:

1. The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4006), regulations under 44 CFR, Parts 59 – 79, and the Coastal Barrier Resources Act (16 U.S.C. 3601).
2. The regulations of 24 CFR, Part 58 furthering the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321), and applicable related environmental authorities at 24 CFR, Part 50.4, and HUD's implementing regulations at 24 CFR, Part 50.
3. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR, Part 100, Part 109, and Part 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR, Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1, Section 109 of title I of the Housing and Community Development Act of 1974 as codified in 24 CFR, Part 6, and will affirmatively further fair housing.
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance.
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities, the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people, and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection With Assisted Projects), and with implementing regulations at 24 CFR 135.
7. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.
8. Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by minority- and women-owned business enterprises.
9. The policies, guidelines, and requirements, as applicable, of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - a. A-87
 - b. A-110
 - c. A-122
 - d. A-133.
10. The Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace.
11. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR, Part 35, under which Section 35.115 exempts residential property that is reserved exclusively for persons with disabilities with no child less than six years of age residing or expected to reside in such housing.

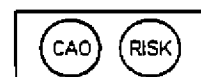


12. Conflict of interest provisions referred to in Section 530 of the Notice of Program Guidelines 56 F.R. 4458 and 24 CFR 85.36 and 24 CFR 84.42, which provide that no person who is an employee, agent, consultant, officer, or elected or appointed official of the entity and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
13. The requirements of Section 104(d) of the Housing and Community Development Act of 1974, if applicable, or the requirements of the Uniform Relocation Act (42 U.S.C. 4601-4655).
14. The requirements of Title VI of the Civil Rights Act of 1964 (78 Statute 252). Grantee also agrees not to discriminate upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin in the sale, lease, rental use or occupancy of the real property rehabilitated with the assistance of this grant. The United States of America shall be deemed to be a beneficiary of this provision both for its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or equity or any other proper proceedings to enforce the curing of such breach.
15. The requirements and terms of federal laws and regulations pertaining to labor standards under Section 110(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), including but not limited to the Copeland "Anti-Kickback" Act and the Davis-Bacon Act under which Grantee, all contractors and subcontractors engaged in contracts in excess of \$2,000 are subject to the federal labor standards provision which govern the payment of wages, the ratio of apprentices and trainees to journeymen, and the payment of overtime compensation in accordance with and subject to the Contract Work Hours and Safety Standards Act (40 USC 327-332).
16. NOTE: Apprentice or trainees cannot be paid unless the apprentice or training program is certified by the State Bureau of Apprenticeship and Training. If apprentices or trainees are to be used, the contractor must provide the Agency with a copy of the State certification of the program.
17. The requirements set forth in 24 CFR, Part 5 regarding the prohibition of use of Debarred, suspended, or ineligible contractors and participants.
18. Executive order 12372 for the planning or construction (reconstruction and installation) of water and sewer lines connecting a structure to the lines in the public right-of-way or easement.
19. Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
20. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
21. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
22. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as



amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
24. **Procurement of recovered materials.**- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: NC-63-3-9-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare*	Pension and Holiday	Vacation and Holiday	Training	Other Payment	Hours	Total Hourly Rate	Daily [†] 1 1/2X	Saturday [†] 1 1/2X	Sunday/ Holiday 2X
Group 1	\$43.56	13.63	9.44	5.94	0.78	0.19	8	73.54	95.32	95.32	117.10
Group 2	41.56	13.63	9.44	5.94	0.78	0.19	8	71.54	92.32	92.32	113.10
Group 3	35.42	13.63	9.44	5.94	0.78	0.19	8	65.40	83.11	83.11	100.82
Group 4	30.19	13.63	9.44	5.94	0.78	0.19	8	60.17	75.265	72.265	90.36

[†] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageSmr.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

* Amount shall be paid for all hours worked up to 173 hours per month.

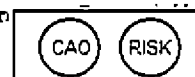
[†] Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NACE
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare ^a	Employer Payments				Straight-Time Hours Total Hourly Rate	Overtime Hourly Rate			
			Pension	Vacation and Holiday	Training	Other Payment		Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X	
Group 1	\$49.01	13.63	9.44	5.94	0.78	0.19	8	78.99	103.495	103.495	128.00
Group 2	46.76	13.63	9.44	5.94	0.78	0.19	8	76.74	100.12	100.12	123.50
Group 3	39.85	13.63	9.44	5.94	0.78	0.19	8	69.83	89.755	89.755	109.68
Group 4	33.96	13.63	9.44	5.94	0.78	0.19	8	63.94	80.92	80.92	97.90

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Amount shall be paid for all hours worked up to 173 hours per month.

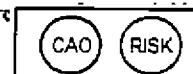
^b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NACE
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CARPENTER AND RELATED TRADES

DETERMINATION: NC-23-11-1-2016-4

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017¹ The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alameda, Alameda, Butte, Colusa, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties

CLASSIFICATION (Interpreted)	Base Hourly Rate	Weekly Payments					Straight - Time		Overtime Hourly Rate ²				
		Health and Welfare	Pension	Vacation/ Holiday ³	Training	Other Payments ⁴	Hours	Total Hourly Rate	1 1/2X ⁵	2X	1 1/2X ⁶	2X	Sunday and Holiday ⁷
¹ Area 1 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$44.40	\$11.20	\$9.30	\$4.32	\$0.41	\$2.34	8	\$72.79	\$94.99	\$112.19	\$94.99	\$112.19	\$112.19
² Area 2 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$44.31	\$11.20	\$9.30	\$4.32	\$0.41	\$2.34	8	\$72.46	\$92.215	\$112.49	\$92.215	\$112.49	\$112.49
³ Area 3 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.52	\$11.20	\$9.30	\$4.32	\$0.43	\$2.34	8	\$66.91	\$84.17	\$103.43	\$84.17	\$103.43	\$103.43
⁴ Area 4 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.67	\$11.20	\$9.30	\$4.32	\$0.43	\$2.34	8	\$67.06	\$84.395	\$103.73	\$84.395	\$103.73	\$103.73
⁵ Area 5 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.12	\$11.20	\$9.30	\$4.32	\$0.43	\$2.34	8	\$66.91	\$84.17	\$103.43	\$84.17	\$103.43	\$103.43
⁶ Area 6 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.67	\$11.20	\$9.30	\$4.32	\$0.43	\$2.34	8	\$67.06	\$84.395	\$103.73	\$84.395	\$103.73	\$103.73
⁷ Area 7 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$37.17	\$11.20	\$9.30	\$4.32	\$0.41	\$2.34	8	\$65.16	\$84.145	\$102.73	\$84.145	\$102.73	\$102.73
⁸ Area 8 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$37.12	\$11.20	\$9.30	\$4.32	\$0.41	\$2.34	8	\$65.11	\$84.17	\$102.63	\$84.17	\$102.63	\$102.63

DETERMINATION: NC-23-11-1-2016-1A

ISSUE DATE: August 22, 2016

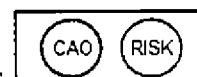
EXPIRATION DATE OF DETERMINATION: June 30, 2017¹ The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alameda, Alameda, Butte, Colusa, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties

CLASSIFICATION (Interpreted)	Base Hourly Rate	Weekly Payments					Straight - Time		Overtime Hourly Rate ²				
		Health and Welfare ³	Pension	Vacation/ Holiday ⁴	Training	Other Payments ⁵	Hours	Total Hourly Rate	1 1/2X ⁶	2X	1 1/2X ⁷	2X	Sunday and Holiday ⁸
Bridge Builder/Highway Carpenter	\$44.40	\$11.20	\$9.30	\$4.32	\$0.43	\$2.34	8.0	\$72.79	\$94.99	\$112.19	\$94.99	\$112.19	\$112.19
Bridge Builder/Highway Carpenter (Special Single Shift)	\$49.95	\$11.20	\$9.30	\$4.32	\$0.43	\$2.34	8.0	\$73.34	\$103.315	\$123.29	\$103.315	\$123.29	\$123.29

Footnote and Mileage listed on page 34A

(Recognized Holiday and Substantial Payment footnotes also listed on page 34A)



DETERMINATION: NC-23-11-1-2016-1B
 ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017¹. This rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate shall be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alameda, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Modoc, Mono, Mariposa, Mendocino, Merced, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Apprenticeship)	Base Hourly Rate	Employee Payments ²					Overnight - Total		Overtime Hourly Rates ³			Sunday and Holiday ⁴	
		Health and Welfare ⁵	Pension	Vacation/ Holiday ⁶	Training	Other Payments ⁷	Hours	Total Hourly Rate	Daily 1 (125) ⁸	2X	Daily 1 (125) ⁸		2X
⁹ Area 1 Millwright	\$44.90	\$11.20	\$7.50	\$4.41	\$3.81	\$4.05	8	\$74.88	\$94.34	\$118.99	\$24.74	\$118.99	\$118.99
⁹ Area 2 Millwright	\$41.02	\$11.20	\$8.50	\$4.41	\$3.81	\$4.01	8	\$71.01	\$91.32	\$112.03	\$21.32	\$112.03	\$112.03
⁹ Area 3 ¹⁰ Millwright	\$41.02	\$11.20	\$7.50	\$4.41	\$3.81	\$4.05	8	\$71.01	\$91.32	\$112.03	\$21.32	\$112.03	\$112.03
⁹ Area 4 ¹¹ Millwright	\$39.87	\$11.20	\$7.50	\$4.41	\$3.81	\$4.05	8	\$69.64	\$89.99	\$109.33	\$20.33	\$109.33	\$109.33

DETERMINATION: NC-23-11-1-2016-1, NC-23-11-1-2016-1A and NC-23-11-1-2016-1B

¹ Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWA/Wage/PWAAppWageSheet.pdf>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/as/faq.htm>.

² In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdowns, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

³ AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yuba Counties.

AREA 4 - Alameda, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Modoc, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

⁴ The overtime rates for shift work are based on the non-shift overtime rates.

⁵ Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.43 per hour worked for Carpenter, \$2.15 per hour worked for Millwright.

⁶ Includes Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, and Carpenters Employers Contract Administration.

⁷ For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

⁸ Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

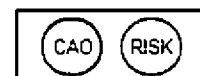
⁹ Millwrights Assembly-Trade Fund, Industry Promotion, Work Preservation, and Carpenters International Training Fund.

¹⁰ Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated on Holidays listed in the Holiday Provision.

¹¹ Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1771.1 and 1771.2, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

CRAFT: CARPENTER AND RELATED TRADES (SECOND SHIFT)¹

DETERMINATION NO: 23-11-1-2016-1
ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017² The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into after. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alameda, Amador, Butte, Colusa, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Mariposa, Merced, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Stanislaus, Sutter, Tehama, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Unions/Professions)	Basic Hourly Rate	Employee Payments					Benefits - Total		Overhead Hourly Rate ³				
		Health and Welfare ⁴	Pension	Vacation/ Holiday ⁵	Training	Other Payments ⁶	Health ⁷	Total Hourly Rate	Daily	Saturday ⁸	Sunday and Holiday ⁹		
Area 1													
Carpenter	\$42.36	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$75.75	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19
Handmade Finisher, Power Saw Operator, Saw Fillet, Shingle, Scaffold and Steel Shoring Erector	\$47.32	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$77.91	\$99.22	\$117.40	\$99.22	\$117.40	\$117.40
Area 2													
Carpenter	\$41.09	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.48	\$86.17	\$103.43	\$86.17	\$103.43	\$103.43
Handmade Finisher, Power Saw Operator, Saw Fillet, Shingle, Scaffold and Steel Shoring Erector	\$41.25	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.64	\$86.33	\$103.59	\$86.33	\$103.59	\$103.59
Area 3													
Carpenter	\$41.09	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.48	\$86.17	\$103.43	\$86.17	\$103.43	\$103.43
Handmade Finisher, Power Saw Operator, Saw Fillet, Shingle, Scaffold and Steel Shoring Erector	\$41.25	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$69.64	\$86.33	\$103.59	\$86.33	\$103.59	\$103.59
Area 4													
Carpenter	\$39.63	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$68.01	\$84.15	\$101.71	\$84.15	\$101.71	\$101.71
Handmade Finisher, Power Saw Operator, Saw Fillet, Shingle, Scaffold and Steel Shoring Erector	\$39.81	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$68.20	\$84.37	\$102.03	\$84.37	\$102.03	\$102.03

DETERMINATION NO: 23-11-1-2016-1A
ISSUE DATE: August 22, 2016

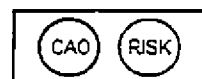
EXPIRATION DATE OF DETERMINATION: June 30, 2017² The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into after. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alameda, Amador, Butte, Colusa, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Mariposa, Merced, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Stanislaus, Sutter, Tehama, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Unions/Professions)	Basic Hourly Rate	Employee Payments					Benefits - Total		Overhead Hourly Rate ³				
		Health and Welfare ⁴	Pension	Vacation/ Holiday ⁵	Training	Other Payments ⁶	Health ⁷	Total Hourly Rate	Daily	Saturday ⁸	Sunday and Holiday ⁹		
Dodge Shifter/Dodge Carpenter	\$47.36	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7.5	\$77.73	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19

Continued on page 34C

(Recognized Holidays and Subsidized Payment footnotes also listed on page 34C)



DETERMINATION: NC-21-11-1-2016-1B
 ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate is to paid for work performed after that date has been determined. If work will extend past that date, the new rate shall be paid and should be incorporated in contracts entered into after. Contact the Office of the Director - Research Unit for specific rates at (415) 701-4774

LOCALITY: All Locations within Alameda, Alameda, Contra Costa, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Mendocino, Merced, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties

CLASSIFICATION (Unemployment)	Basic Hourly Rate	Health and Welfare ¹	Employee Payments				Overtime - Time		Daily	Overtime Hourly Rate ²		Sunday and Holiday ³	
			Vacation/ Holiday ⁴	Training	Other Payments ⁵	Hour ⁶	Total Hourly Rate	1 1/2X ⁷		2X ⁸			
* Area 1 Midnight	\$47.47	\$11.20	\$7.50	\$4.41	\$8.83	\$4.05	7.5	\$77.46	\$16.74	\$118.99	\$176.74	\$118.99	\$118.99
* Area 3 Midnight	\$41.75	\$11.20	\$7.50	\$4.41	\$8.83	\$4.05	7.5	\$77.34	\$91.52	\$112.03	\$91.52	\$112.03	\$112.03
* Area 4 ⁹ Midnight	\$43.75	\$11.20	\$7.50	\$4.41	\$8.83	\$4.05	7.5	\$77.74	\$91.52	\$112.03	\$91.52	\$112.03	\$112.03
* Area 4 ⁹ Midnight	\$42.31	\$11.20	\$7.50	\$4.41	\$8.83	\$4.05	7.5	\$72.30	\$89.495	\$109.33	\$89.495	\$109.33	\$109.33

DETERMINATION: NC-21-11-1-2016-1, NC-21-11-1-2016-1A and NC-21-11-1-2016-1B (FOR SECOND AND THIRD SHIFTS)

* Indicates an apprenticeship craft. The current apprentice wage rates are available on the internet at <http://www.dir.ca.gov/OPRL/PWA.html>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/opa/standards.html>

- ¹ Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less
- ² The overtime rates for shift work are based on the non-shift overtime rates on page 34
- ³ In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdowns, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.
- ⁴ AREA 1 - Alameda, Contra Costa, Merced, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties
 AREA 2 - Monterey, San Benito, and Santa Cruz Counties
 AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yuba Counties
 AREA 4 - Alameda, Alameda, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Mendocino, Merced, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties
- ⁵ Area 1 includes the portions of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory within the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3
- ⁶ Includes an amount per hour worked for Work Pools. The Vacation amount is \$2.45 per hour worked for Carpenter, \$2.35 per hour worked for Millwright
- ⁷ Amenity Trust Fund, Industry Protection, Carpenters International Training Fund, and Carpenters Employers Contract Administration
- ⁸ Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift
- ⁹ For building construction, rate applies in the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day
- ¹⁰ Rate applies to the first 4 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction
- ¹¹ Mid-weight Amenity Trust Fund, Industry Protection, Carpenters International Training Fund, and Work Protections
- ¹² Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union, as designated in the Holiday Provisions

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at <http://www.dir.ca.gov/OPRL/PWA.html>. Holiday provisions for current or suspended determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 701-4774

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.5, contractors shall make travel and/or subsistence payments to each worker to commute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at <http://www.dir.ca.gov/OPRL/PWA.html>. Travel and/or subsistence requirements for current or suspended determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 701-4774

MC



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1771 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CARPENTER AND RELATED TRADES (THIRD SHIFT)*

DETERMINATION: WC-23-J1-1-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate is to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts awarded after now. Contact the Office of the Director - Research Unit for specific rates at (415) 702-4774

LOCALITY: All Localities within Alameda, Alameda, Alameda, Butte, Calaveras, Colusa, Contra Costa, Del Norte (N) Butte, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Modoc, Mono, Mariposa, Mendocino, Merced, Minner, Monterey, Nevada, Nevada, Placer, Plumas, Sacramento, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Group/Person)	Basic Hourly Rate	Benefits/ Premiums					Straight-Time		Overtime Hourly Rate***				
		Health and Welfare ¹	Pension	Vacation/ Holiday ¹	Training Other Payments ¹	Hour ²	Total Hourly Rate	Daily 1 1/2X ⁴	2X	1 1/2X ⁴	2X	Sunday and Holiday ³	
* Area 1 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$90.74	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$79.13	\$94.99	\$117.19	\$94.99	\$117.19	\$117.19
* Area 2 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$89.91	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$79.30	\$95.22	\$117.40	\$95.22	\$117.40	\$117.40
* Area 3 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$84.02	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$72.41	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
* Area 4 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$84.19	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$72.58	\$86.40	\$105.71	\$86.40	\$105.71	\$105.71
* Area 5 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$84.02	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$72.41	\$86.17	\$105.43	\$86.17	\$105.43	\$105.43
* Area 6 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$82.48	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$70.87	\$84.15	\$102.73	\$84.15	\$102.73	\$102.73
* Area 7 Carpenter Hardwood Finisher, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$82.05	\$11.20	\$9.50	\$4.32	\$0.83	\$2.54	7	\$71.04	\$84.37	\$103.03	\$84.37	\$103.03	\$103.03

Footnotes listed on page 34C

(Reorganized Holidays and Subcontractor Payment Provisions also listed on page 34C)



DETERMINATION: 01-23-11-1-2016-1A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kern, Lake, Lassen, Mariposa, Merced, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Tehama, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Interpretation)	Basic Hourly Rate	Performance Payments					Straight - Time		Overhead Monthly Basis ¹				
		Health and Welfare ²	Pension	Vacation/ Holiday ³	Training	Other Payments ⁴	Hours ⁵	Total Hourly Rate	Daily 1/125 ⁶	2X	Saturday ⁷ 1/125 ⁶	2X	Sunday and Holiday ⁸
Bridge Builder/Highway Carpenter	\$90.74	\$11.20	\$9.50	\$4.32	\$0.83	\$2.34	7	\$79.13	\$74.99	\$117.19	\$74.99	\$117.19	\$117.19

DETERMINATION: 01-23-11-1-2016-1B

ISSUE DATE: August 22, 2016

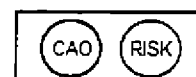
EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kern, Lake, Lassen, Mariposa, Merced, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Tehama, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

CLASSIFICATION (Interpretation)	Basic Hourly Rate	Performance Payments					Straight - Time		Overhead Monthly Basis ¹				
		Health and Welfare ²	Pension	Vacation/ Holiday ³	Training	Other Payments ⁴	Hours ⁵	Total Hourly Rate	Daily 1/125 ⁶	2X	Saturday ⁷ 1/125 ⁶	2X	Sunday and Holiday ⁸
* Area 1 Midweight	\$10.66	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$84.83	\$70.74	\$118.99	\$70.74	\$118.99	\$118.99
* Area 3 Midweight	\$46.82	\$11.20	\$9.50	\$4.41	\$0.83	\$4.00	7	\$76.87	\$91.32	\$112.01	\$91.32	\$112.01	\$112.01
* Area 3 ¹ Midweight	\$46.82	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$76.87	\$91.32	\$112.01	\$91.32	\$112.01	\$112.01
* Area 4 ¹ Midweight	\$45.34	\$11.20	\$9.50	\$4.41	\$0.83	\$4.05	7	\$75.33	\$89.50	\$109.33	\$89.50	\$109.33	\$109.33

Footnotes listed on page J4C

(Recognized Holidays and Subsequent Payment Increases also found on page T4C)



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-703-1-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaverza, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours ^a	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday and Holiday
Cement Mason	\$52.15	8.28	10.55	5.99 ^b	0.54	0.10	8	57.21	73.285	73.285 ^d	89.36
Mastic Magnesia Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$33.15	8.28	10.55	5.99 ^b	0.54	0.10	8	58.21	74.785	74.785 ^d	91.36

^a Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^b Includes an amount for supplemental dues.

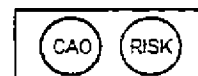
^c Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

^d Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^e Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON (SPECIAL SINGLE SHIFT)

DETERMINATION: NC-23-203-1A-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other			Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday and Holiday
Cement Mason	\$35.15	8.28	10.55	5.59 ^a	0.54	0.10	8	60.21	77.785	77.785 ^a	95.36
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$36.15	8.28	10.55	5.59 ^a	0.54	0.10	8	61.21	79.285	79.285 ^a	97.36

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

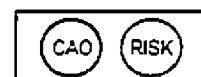
^a Includes an amount for supplemental dues.

^b Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^c Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1771 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND UNDERTAKING PROJECTS

CRAFT, LABORER AND RELATED CLASSIFICATIONS

DETERMINATION NO. 23-1021-2016-1

ISSUE DATE August 22, 2016

EXPIRATION DATE OF DETERMINATION JUNE 30, 2017. The rates to be paid for work performed after this date has been determined. If work will extend past this date, the new rate shall be paid and should be incorporated in contracts covered any time. Contact the Office of the Director - Research Unit for specific rates at (415) 763-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification ¹ (Hourly/Person)	Basic Hourly Rate ²	Employee Payments					Straight-Time		Overtime/Holiday Rate		
		Health and Welfare	Pension	Vacation and Sickday	Training	Other Payments	Hours ³	Total Hourly Rate	Daily 1 1/2X	Saturday ⁴ 1 1/2X	Sunday/ Holiday 2X
AREA 1⁵											
Construction Specialist	29.99	7.84	11.06	2.63	0.45	0.11	8	52.19	67.183	67.183	82.18
Group 1; Group 1(B) ⁶	29.29	7.84	11.06	2.63	0.45	0.11	8	51.49	66.133	66.133	80.78
Group 1 (A)	29.31	7.84	11.06	2.63	0.45	0.11	8	51.71	66.463	66.463	81.22
Group 1 (C)	29.34	7.84	11.06	2.63	0.45	0.11	8	51.34	66.21	66.21	80.83
Group 1 (E)	29.84	7.84	11.06	2.63	0.45	0.11	8	52.04	66.76	66.76	81.88
Group 1 (F-1)	29.87	7.84	11.06	2.63	0.45	0.11	8	52.87	67.003	67.003	81.94
Group 1 (F-2)	28.89	7.84	11.06	2.63	0.45	0.11	8	51.09	65.333	65.333	79.78
Group 1 (G)	29.49	7.84	11.06	2.63	0.45	0.11	8	51.69	66.433	66.433	81.18
Group 2	29.14	7.84	11.06	2.63	0.45	0.11	8	51.34	65.91	65.91	80.43
Group 3; Group 3(A)	29.94	7.84	11.06	2.63	0.45	0.11	8	51.24	65.76	65.76	80.23
Group 4; Group 4(B)	27.73	7.84	11.06	2.63	0.45	0.11	8	44.91	56.293 ⁷	56.293 ⁷	67.64 ⁸
Group 6	29.23	7.84	11.06	2.63	0.45	0.11	8	52.45	67.373	67.373	82.70
Group 6 (A)	29.73	7.84	11.06	2.63	0.45	0.11	8	51.95	66.823	66.823	81.70
Group 6 (C)	29.16	7.84	11.06	2.63	0.45	0.11	8	51.38	65.74	65.74	80.52
Group 7 - Stage 1 (1 st 6 months)	29.33	7.84	11.06	2.63	0.45	0.11	8	42.11	52.693	52.693	62.86
Stage 2 (2 nd 6 months)	23.29	7.84	11.06	2.63	0.45	0.11	8	45.41	57.043	57.043	68.46
Stage 3 (3 rd 6 months)	26.14	7.84	11.06	2.63	0.45	0.11	8	48.34	61.41	61.41	74.48
AREA 2⁵											
Construction Specialist	28.79	7.84	11.06	2.63	0.45	0.11	8	51.19	65.633	65.633	80.13
Group 1; Group 1(B) ⁶	28.29	7.84	11.06	2.63	0.45	0.11	8	50.49	64.633	64.633	78.78
Group 1 (A)	28.31	7.84	11.06	2.63	0.45	0.11	8	50.71	64.963	64.963	79.22
Group 1 (C)	28.34	7.84	11.06	2.63	0.45	0.11	8	50.54	64.71	64.71	78.98
Group 1 (E)	28.84	7.84	11.06	2.63	0.45	0.11	8	51.04	65.46	65.46	79.82
Group 1 (F-1)	28.87	7.84	11.06	2.63	0.45	0.11	8	51.07	65.503	65.503	79.74
Group 1 (F-2)	27.89	7.84	11.06	2.63	0.45	0.11	8	50.09	64.333	64.333	77.98
Group 2	28.14	7.84	11.06	2.63	0.45	0.11	8	50.24	64.41	64.41	78.48
Group 3; Group 3(A)	28.04	7.84	11.06	2.63	0.45	0.11	8	50.24	64.26	64.26	78.28
Group 4; Group 4(B)	21.73	7.84	11.06	2.63	0.45	0.11	8	43.93	54.793 ⁷	54.793 ⁷	65.66 ⁸
Group 6	29.23	7.84	11.06	2.63	0.45	0.11	8	51.45	66.073	66.073	80.70
Group 6 (A)	28.75	7.84	11.06	2.63	0.45	0.11	8	50.93	65.123	65.123	79.10
Group 6 (C)	28.16	7.84	11.06	2.63	0.45	0.11	8	50.36	64.140	64.140	78.32
Group 7 - Stage 1 (1 st 6 months)	19.63	7.84	11.06	2.63	0.45	0.11	8	41.83	51.643	51.643	61.46
Stage 2 (2 nd 6 months)	22.43	7.84	11.06	2.63	0.45	0.11	8	44.63	55.843	55.843	67.06
Stage 3 (3 rd 6 months)	25.24	7.84	11.06	2.63	0.45	0.11	8	47.44	60.06	60.06	72.48

PLEASE GO TO PAGE 39 FOR CLASSIFICATIONS WITHIN EACH GROUP

¹ INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DPFP/WAGE/WAGEBYCRAFT.HTML](http://www.dir.ca.gov/dpfp/wage/wagebycraft.html). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS WHOSE URL IS [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/das/das.html).

a. GROUP 1(D) - MAINTENANCE OR REPAIR TRACEDS AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE 10.15 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SLURRY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(D) - ALL LABORERS WORKING OFF OR WITH OR FROM ROYS (CHAINS, SWINGING SCAFFOLDS, BELTS RECEIVE 10.15 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS PERMITTED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b. SATURDAYS IN THE SAME WORK WEEK MAY BE PROJECT AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c. AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY VARY ANY FIVE (5) DAYS WITHIN A WEEK.

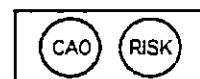
e. GROUP 1(G) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 39 FOR DETAILS.

f. WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIODS) SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EACH (2) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g. ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON PAR WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 670 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DPFP/](http://www.dir.ca.gov/dpfp/). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 763-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENTS: IN ACCORDANCE WITH LABOR CODE SECTIONS 1771.1 AND 1771.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DPFP/](http://www.dir.ca.gov/dpfp/). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 763-4774.



DETERMINATION NO. 23-102-1-2010 / 208 NO. 23-102-1-2010-1A

CONSTRUCTION SPECIALIST

- ASPHALT BLOWERS AND BLOWERS
- CHAINSAW
- CONCRETE DIAMOND CHAINSAW
- LASER BLANK IN CONNECTION WITH LARGER'S WIRE
- MASONRY AND PLASTER TENDER
- CAST IN PLACE MANHOLE FORM SETTERS
- PRE-SLIT PIPELAYERS
- DAVEY TRENCHER - 500 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
- STATE LICENSED BLASTERS AS DESIGNATED
- DIAMOND DRILLERS
- DIAMOND CORE DRILLER
- MULTI-PUNCH DRILLS
- HIGH SCALERS (INCLUDING DRILLING OF SAME)
- HYDRAULIC DRILLS
- CERTIFIED WELDER

GROUP 1 (C) FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (C) FOR SOME OF THE FOLLOWING CLASSIFICATIONS

- ASPHALT SPREADER MIXES (ALL TYPES)
- BARKO, WACKER AND SIMILAR TYPE TASSERS
- BUGGYMOBILE
- CABLES, BANDS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
- CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
- CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
- COMPACTORS OF ALL TYPES
- CONCRETE AND MACHINERY MISCER AND WARD
- CONCRETE PAN WORK
- CONCRETE SANDERS, FORMWASH SAW
- CURBERS AND/OR SHADING
- CLY GRANTS CURB SETTER
- DIRT PAK II MACHINES
- FALLER, UNLOADER AND DECOR
- FORM BASKETS, CLIP FORMS
- GRASS CUTTERS
- HEADBOARD MEN, MUDSETTERS, ALIGNED BY ANY METHOD
- HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/INCH)
- HYDRO BENDER AND SIMILAR TYPE
- JACKHAMMER OPERATORS
- JACKING OF PIPE OVER 12 INCHES
- JACKSON AND SIMILAR TYPE COMPACTORS
- KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING UPON, OR HANDLING OF SUCH MATERIALS)
- LAGGING, SHEETING, WHALING, BRACING, TRUSSING, LAGGING HAMMER
- MAGNETIC, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET-DRY)
- NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
- PAVEMENT BREAKERS AND SPARKERS, INCLUDING WITH CRUMBER
- PERMA CURBS
- PRECAST MANHOLE SETTERS
- PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYERS)
- PRESSURE PIPE TESTER
- POST HOLE BLOWERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
- POWER TAMMERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 1
- RAM PIT GUN AND TUD GUN
- REPLACEMENT PAYER 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 CROPPING SCARIFIER
- ROTO AND CRICH WITH
- ROTOTILLER
- SAND BLASTERS, POTMEN, GUNBAR, AND NOZZLEMAN
- SIGNALING AND SIGGING
- SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, FLOORING AND ELECTRIC FIXTURES)
- TANK CLEANERS
- TREE CLIMBERS
- TRENCHLESS TECHNOLOGY LABORER: PIPE INSTALLATION, BLASTING BLENDED, OR SIMILAR
- TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER
- TURBO BLASTER
- VIBRA-SCREEN-MULL PLOAT OR CONNECTION WITH LABORER'S WORK
- VIBRATORS

GROUP 1(A)

- ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR LOADING AND PLACING
- JOY DRILL MODEL PWA-1A
- GARDNER-DENVER MODEL OH 10 AND SIMILAR TYPE DRILLS
- TRACK DRILLERS
- JACK LEG DRILLERS
- WAGON DRILLERS
- MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
- MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
- BLASTERS AND POWDERMAN
- TREE TOPPER
- BIT CHISSEL

GROUP 1(B) - SEE GROUP 1 RATES

- SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$1.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE IN FULLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$1.00 PER DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1(C)

- BLINDING AND WELDING IN CONNECTION WITH LABORER'S WORK
- SYNTHETIC THERMOPLASTIC AND SIMILAR TYPE WELDING

GROUP 1(D)

SEE FOOTNOTE A ON PAGE 49

GROUP 1(E)

- WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREUP, AND WORK ON AND IN BELL FOOTINGS (DEEP FOOTINGS IS A TOWER 15 FEET OR MORE IN DEPTH)
- SHAFTS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1(B)

- ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GAUGING OR SHOT CUTS

GROUP 1(E)

- ALIGNER TO LINES OF WIRE WINDING MACHINE IN CONNECTION WITH GAUGING OR SHOT CUTS

GROUP 1 (C) APPLICABLE ONLY TO WORK IN CONTRA COSTA COUNTY

- PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYERS), CABLES, BANDS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(D)

SEE FOOTNOTE A ON PAGE 49

GROUP 2

- ASPHALT SHOVELERS
- CEMENT DUMPERS AND HAULING DRY CEMENT OR GYPSUM
- CHUCK-SETTER AND REARER (CLEANING WORK)
- CONCRETE BUCKET DUMPER AND CHUTE MAN
- CONCRETE CROPPING AND GRINDING
- CONCRETE LABORERS (WET OR DRY)
- DRILLERS AND/OR, CHUCK TENDER, SETTER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH ASSISTANCE OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION) - LABORERS IN NO WAY INVOLVED IN THIS ITEM)
- GRINDA CHASER (STAKEMAN), GROUT CURRY
- HIGH PRESSURE NOZZLEMAN, ADJUSTERS
- HYDRAULIC MOUNTED (OVER 100 LBS. PRESSURE)
- LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL ROBS AND MATERIALS FOR USE IN REEFORTS (CONCRETE CONSTRUCTION)
- PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHEDDERS
- SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)
- SLOPER
- SINGLE FOOT, HAND HELD, PNEUMATIC TANGERS
- ALL PNEUMATIC AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
- JACKING OF PIPE-LINER 12 INCHES

GROUP 3

- CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
- DEMOLITION WORKER
- DUMPMAN, LOAD SPOTTER
- FLAGPERSON-PEDESTRIAN MONITOR
- PILE WATCHER
- PILE ERECTOR, INCLUDING TEMPORARY PILING
- GRADIRAL SECTIONER
- GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4 FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
- BITTING
- LOADER, BRUSH LOADERS, AND FILES
- PAVEMENT MARKERS (BITTIN SETTERS)
- PAVEMENT/INTERLOCKING PAVED (ALL TYPES) AND INTERLOCKING PAVED MACHINES
- MAINTENANCE, REPAIR TRENCH AND ROAD RECS
- STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
- TEMPORARY AID AND WATER LINES, VICTUALS OR SIMILAR
- TOOL ROOM ATTENDANT (ON SITE ONLY)
- WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3(A) - SEE GROUP 1 RATES

- CONCRETE CREW PERSON (OPERATION OF VEHICLES WITH IN CONNECTION WITH LABORER'S OUTLET)

GROUP 4

- ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
- CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY, SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
- DRIVE CLEANERS (JOB SITE ONLY)
- MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 17 OF THESE GENERAL DETERMINATIONS

GROUP 5

- STRUCTURAL NOZZLEMAN

GROUP 5(A)

- NOZZLEMAN (INCLUDING GUNMAN POTSMAN)
- RODMAN
- GROUNDMAN

GROUP 5(B) - SEE GROUP 1 RATES

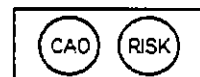
- GRUITE TRAINEE (ONE GRUITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 4, 5A, 5C, OR GENERAL LABORER) ON A CREW, IN THE ABSENCE OF THE JOURNEYMAN, THE GRUITE TRAINEE RECEIVES THE JOURNEYMAN SCALE)
- NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE

GROUP 5(C)

- REINFORCER

GROUP 6

- LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINERS IS ONE IN THREE, AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE)
- NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1774.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CRAFT LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2016-1A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: JUNE 21, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIPOSA, MENDOCINO, MERCED, MONTEZUMA, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, YUBA, YUBA, TRINITY, TULARE, TULARE, YUBA, AND YUBA COUNTIES

Classification ^a (Journey/period)	Basic Hourly Rate ^f	Employer Payments					Grossed Time		Adjusted Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hourly	Total Hourly	Daily 1/2X	Saturday ^b 1/2X	Sunday/Holiday 2X
AREA 1*											
Construction Specialist	32.99	7.84	11.09	2.53	0.45	0.22	8	55.19	71.685	71.685	88.13
Group 1, Group 1(B) ^g	32.29	7.84	11.09	2.67	0.45	0.22	8	54.49	70.679	70.679	86.78
Group 1 (A)	32.51	7.84	11.09	2.53	0.45	0.22	8	54.71	70.903	70.903	87.22
Group 1 (C)	32.34	7.84	11.09	2.67	0.45	0.22	8	54.54	70.71	70.71	86.83
Group 1 (E)	32.54	7.84	11.09	2.63	0.45	0.22	8	55.04	71.46	71.46	87.33
Group 1 (F-1)	32.57	7.84	11.09	2.63	0.45	0.22	8	55.07	71.505	71.505	87.34
Group 1 (F-2)	31.89	7.84	11.09	2.53	0.45	0.22	8	54.09	70.035	70.035	85.98
Group 1 (G)	32.49	7.84	11.09	2.63	0.45	0.22	8	54.69	70.635	70.635	87.13
Group 2	32.14	7.84	11.09	2.61	0.45	0.22	8	54.34	70.41	70.41	86.48
Group 3, Group 3(A)	32.04	7.84	11.09	2.63	0.45	0.22	8	54.24	70.26	70.26	86.28
Group 4, Group 4(B)	23.71	7.84	11.09	2.63	0.45	0.22	4	47.93	60.795 ^h	60.795	71.66 ^h
Group 6	32.25	7.84	11.09	2.61	0.45	0.22	8	54.45	70.675	70.675	86.70
Group 6 (A)	32.75	7.84	11.09	2.63	0.45	0.22	8	54.95	71.325	71.325	87.70
Group 6 (C)	32.16	7.84	11.09	2.63	0.45	0.22	8	54.36	70.44	70.44	86.52
Group 7 - Stage 1 (1 st 6 months)	23.33	7.84	11.09	2.63	0.45	0.22	8	45.51	57.195	57.195	68.84
Stage 2 (7 th 6 months)	26.21	7.84	11.09	2.63	0.45	0.22	8	48.43	61.545	61.545	74.66
Stage 3 (8 th 6 months)	29.14	7.84	11.09	2.63	0.45	0.22	8	51.34	65.91	65.91	80.48
AREA 2*											
Construction Specialist	31.84	7.84	11.09	2.63	0.45	0.22	8	54.04	69.96	69.96	82.32
Group 1, Group 1(B) ^g	31.14	7.84	11.09	2.61	0.45	0.22	8	53.34	68.91	68.91	84.48
Group 1 (A)	31.36	7.84	11.09	2.61	0.45	0.22	8	53.56	69.24	69.24	84.72
Group 1 (C)	31.19	7.84	11.09	2.63	0.45	0.22	8	53.79	68.985	68.985	84.58
Group 1 (E)	31.69	7.84	11.09	2.63	0.45	0.22	8	53.89	69.735	69.735	85.58
Group 1 (F-1)	31.72	7.84	11.09	2.63	0.45	0.22	8	53.92	69.78	69.78	85.64
Group 1 (F-2)	30.74	7.84	11.09	2.63	0.45	0.22	8	52.94	68.31	68.31	83.68
Group 2	30.99	7.84	11.09	2.63	0.45	0.22	8	53.19	68.685	68.685	84.18
Group 3, Group 3(A)	30.27	7.84	11.09	2.63	0.45	0.22	8	52.09	68.335	68.335	83.98
Group 4, Group 4(B)	24.38	7.84	11.09	2.63	0.45	0.22	4	46.78	59.07 ^h	59.07	71.16 ^h
Group 6	32.10	7.84	11.09	2.63	0.45	0.22	8	54.30	70.31	70.31	86.40
Group 6 (A)	31.60	7.84	11.09	2.63	0.45	0.22	8	53.80	69.60	69.60	85.40
Group 6 (C)	31.01	7.84	11.09	2.63	0.45	0.22	8	53.21	68.715	68.715	84.22
Group 7 - Stage 1 (1 st 6 months)	22.48	7.84	11.09	2.63	0.45	0.22	8	44.68	55.92	55.92	67.16
Stage 2 (7 th 6 months)	25.28	7.84	11.09	2.63	0.45	0.22	8	47.48	60.12	60.12	72.70
Stage 3 (8 th 6 months)	28.09	7.84	11.09	2.63	0.45	0.22	8	50.29	64.315	64.315	78.38

PLEASE GO TO PAGE 30 FOR CLASSIFICATIONS WITHIN EACH GROUP

* INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/DL/PWAPPAGE/PWAPPAGE.HTM](http://www.dir.ca.gov/dl/PWAPPAGE/PWAPPAGE.HTM) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2006 AND PRIOR TO SEPTEMBER 22, 2012. PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DL/STANDARDS](http://www.dir.ca.gov/dl/standards)

a. GROUP 1(B) - MAINTENANCE OR REPAIR TRACKING AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE 50.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SLOPEWAY CONSTRUCTION AFTER TEMPORARILY COVER HAS BEEN PLACED

b. GROUP 1(M) - ALL LABORERS WORKING OFF OR WITH OR FROM BOYS' CLUBS, SWINGING STAFFORDS, BELLY RECEIVE 50.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A)

c. SATURDAY IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER

d. AREA 1 - ALAMEDA, CONTRA COSTA, MARIPOSA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES

e. AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MONTEZUMA, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, YUBA, YUBA, TRINITY, TULARE, TULARE, YUBA, AND YUBA COUNTIES

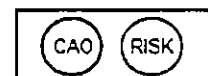
f. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK

g. GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 30 FOR DETAILS

h. ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, WILL BE ADDED TO THE BASIC RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE OR SUBSIDIZED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS IN COMPLIANCE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DL/PWAPPAGE/PWAPPAGE.HTM](http://www.dir.ca.gov/dl/PWAPPAGE/PWAPPAGE.HTM). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1771.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DL/PWAPPAGE/PWAPPAGE.HTM](http://www.dir.ca.gov/dl/PWAPPAGE/PWAPPAGE.HTM). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: NC-LMI-2016-1

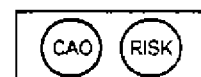
ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: March 31, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2x
Alameda.....	10.00	0.43	-	*0.14	0.24	-	8	^b 10.81	^b 15.81
Alpine, El Dorado.....	10.00	-	-	0.12	0.14	-	8	10.26	15.26
	10.00	-	-	0.14	0.16	-	8	10.30	15.30
Amador.....	10.00	-	-	0.16	0.06	-	8	10.22	15.22
Butte, Glenn, and Plumas.....	10.00	0.16	-	*0.13	0.05	-	8	^b 10.34	^b 15.34
Calaveras.....	10.00	-	-	0.10	0.12	-	8	10.22	15.22
Colusa and Sutter.....	10.00	-	-	0.12	0.14	-	8	10.26	15.26
	10.00	-	-	0.14	0.16	-	8	10.30	15.30
Contra Costa.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt.....	10.00	-	-	0.25	0.07	-	8	10.32	15.32
Fresno.....	10.00	-	-	0.11	-	-	8	10.11	15.11
	10.00	-	-	*0.19	0.19	-	8	^b 10.38	^b 15.38
Kings.....	10.00	-	-	*0.25	0.25	-	8	^b 10.50	^b 15.50
Lake and Mendocino.....	10.00	-	-	*0.13	0.03	-	8	^b 10.16	^b 15.16
	10.00	-	-	*0.14	0.03	-	8	^b 10.17	^b 15.17
Lassen, Modoc, Shasta, Siskiyou and Trinity	10.00	-	-	0.31	0.09	-	8	10.40	15.40
Madera, Mariposa and Merced...	10.00	-	-	0.115	0.115	-	8	10.23	15.23
Marin.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Monterey.....	10.00	-	-	0.14	0.22	-	8	10.36	15.36
	10.00	-	-	0.16	0.25	-	8	10.41	15.41
Napa.....	10.00	-	-	*0.11	0.14	-	8	10.25	15.25
Nevada and Sierra.....	10.00	-	-	0.16	0.19	-	8	10.35	15.35
Placer.....	10.00	-	-	0.12	0.14	-	8	10.26	15.26
Sacramento.....	10.00	-	-	0.16	-	-	8	10.16	15.16
	10.00	-	-	0.15	-	-	8	10.15	15.15
San Benito.....	10.00	-	-	^b 0.15	0.18	-	8	^b 10.33	^b 15.33
San Francisco.....	10.00	-	-	0.17	0.17	-	8	10.34	15.34
San Joaquin.....	10.00	0.37	-	^f 0.12	0.12	-	8	^b 10.61	^b 15.61
San Mateo.....	10.00	0.43	-	^b 0.12	0.14	-	8	^b 10.69	^b 15.69
	10.00	-	-	^b 0.13	0.17	-	8	^b 10.30	^b 15.30
Santa Clara.....	10.00	0.03	-	^f 0.13	0.18	-	8	^b 10.34	^b 15.34
Santa Cruz.....	10.00	-	-	0.16	-	-	8	10.16	15.16
	10.00	-	-	0.19	-	-	8	10.19	15.19
Solano.....	10.00	-	-	-	0.07	-	8	10.07	15.07
Sonoma.....	10.00	-	-	^a 0.13	0.16	-	8	^b 10.29	^b 15.29
	10.00	0.38	-	^a 0.15	0.19	-	8	^b 10.72	^b 15.72
Stanislaus and Tuolumne.....	10.00	-	-	0.115	0.14	-	8	10.255	15.255
	10.00	-	-	*0.13	0.11	-	8	^b 10.24	^b 15.24
Tehama.....	10.00	-	-	0.12	0.19	-	8	10.31	15.31
Tulare.....	10.00	0.69	-	^a 0.12	-	-	8	^b 10.81	^b 15.81
Yolo.....	10.00	-	-	-	0.14	-	8	10.14	15.14
	10.00	-	-	-	0.19	-	8	10.19	15.19
Yuba.....	10.00	-	-	0.14	0.16	-	8	10.30	15.30

[#] Craft is not apprenticeable

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.



DETERMINATION: NC-LML-2016-1

- a \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- c \$0.25 after 7 years of service.
- d \$0.38 after 3 years of service.
- e \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- f \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- g \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- h \$0.31 after 5 years of service.
- i \$0.24 after 5 years of service.
- j \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- k \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- l \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m \$0.26 after 7 years of service.
- n \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- o \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- p \$0.23 after 2 years of service.
- q \$0.23 after 7 years of service.

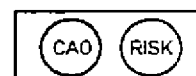
¹This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE - mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX - servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND CREDGING PROJECTS
CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**

DETERMINATION: MC-23-03-1-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 23, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yuba, and Yuba counties.

Classification (Journey/Person)	Fortnight Payments						Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday*	Training	Other Payments	Hours ¹	Total Hourly Rate	Daily Saturday ²		Sunday and Holiday 2X			
									Area 1 ³	Area 2 ³	Area 1 ³	Area 2 ³		
Classification Group⁴	Area 1³	Area 2³					Area 1³	Area 2³	Area 1³	Area 2³	Area 1³	Area 2³		
Group 1	\$42.67	\$44.97	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$73.10	\$75.10	\$24.44	\$27.44	\$115.77	\$119.77
Group 2	\$41.14	\$43.14	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$71.37	\$73.37	\$22.14	\$25.14	\$112.71	\$116.71
Group 3	\$39.66	\$41.66	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$70.00	\$72.00	\$20.92	\$22.92	\$109.75	\$113.75
Group 4	\$38.28	\$40.28	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$68.71	\$70.71	\$20.65	\$22.65	\$106.89	\$110.89
Group 5	\$37.01	\$39.01	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$67.44	\$69.44	\$20.05	\$22.05	\$104.45	\$108.45
Group 6	\$35.69	\$37.69	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$65.12	\$67.12	\$20.97	\$22.97	\$101.81	\$105.81
Group 7	\$34.53	\$36.53	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$63.86	\$65.86	\$20.20	\$22.20	\$98.53	\$102.53
Group 8	\$33.41	\$35.41	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$62.64	\$64.64	\$20.53	\$22.53	\$97.25	\$101.25
Group 8-A	\$31.20	\$33.20	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$61.63	\$63.63	\$17.23	\$20.23	\$72.80	\$76.80
ALL CRANES AND ATTACHMENTS:														
Group 1	\$44.30	\$46.30	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$74.73	\$76.73	\$26.88	\$29.88	\$119.03	\$123.03
Group 1-A	\$43.53	\$45.53	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$73.06	\$75.06	\$25.76	\$28.76	\$117.53	\$121.53
Truck Crane Assistant to Engineer	\$38.58	\$38.58	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$67.01	\$69.01	\$25.30	\$28.30	\$103.59	\$107.59
Assistant to Engineer	\$34.79	\$34.79	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$64.72	\$66.72	\$21.67	\$24.67	\$99.01	\$103.01
Group 2-A	\$41.79	\$43.79	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$72.22	\$74.22	\$23.12	\$26.12	\$114.01	\$118.01
Truck Crane Assistant to Engineer	\$38.32	\$38.32	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$68.75	\$70.75	\$24.91	\$27.91	\$103.07	\$107.07
Assistant to Engineer	\$34.08	\$34.08	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$64.51	\$66.51	\$21.35	\$24.35	\$98.59	\$102.59
Group 3-A	\$40.03	\$42.03	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$70.48	\$72.48	\$20.51	\$23.51	\$110.53	\$114.53
Truck Crane Assistant to Engineer	\$36.06	\$36.06	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$66.51	\$68.51	\$24.35	\$27.35	\$102.59	\$106.59
Hydraulic	\$35.00	\$37.00	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$65.12	\$67.12	\$23.97	\$26.97	\$101.81	\$105.81
Assistant to Engineer	\$33.50	\$35.50	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$64.23	\$66.23	\$21.13	\$24.13	\$98.03	\$102.03
Group 4-A	\$37.01	\$39.01	\$13.63	\$10.78	\$4.51	\$0.77	\$0.74	8	\$67.44	\$69.44	\$20.05	\$23.05	\$104.45	\$108.45

Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2000 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/asstas.html>.

* For classifications within each group, see pages 388-40.

¹ 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, Yuba and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne, Yuba, and Yuba counties.

² AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

³ Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

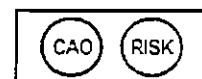
⁴ Includes an amount for supplemental dues.

⁵ When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is in file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.0, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



DETERMINATION: NC-23-63-1-2016-2

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs
Operator of Helicopter (when used in construction 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
Microtunneling Machine
Power Shuttle Operator (Track)
Power Shovel, (over 1 cu yd and up to and including 7 cu yds r.l.s.)

GROUP 3

Asphalt Milling Machine
Cable Backhoe
Combination Backhoe and Loader over 1/2 cu yd
Continuous Flight Trench Back Machine
Cone Mounted Continuous Flight Trench Back Machine, (attach to apply)
Cone Mounted Drill Attachments, Tenside to apply
Dozer, Slope Board
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
Grapple
Hydraulic Excavator up to 3 1/2 cu yds
Loader 4 cu yds and over
Long Reach Excavator
Multiple Engine Scrapers (when used as push dirt)
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/Operator
Chicago Boom
Combination Backhoe and Loader up to and including 1/2 cu yds
Concrete Batch Plants (wet or dry)
Dozer and/or Push Cat
Drill Equipment, over 20,000 lbs up to and including 100,000 lbs
Full-Type Elevating Loader
Grasshopper, Grade Checker (GPS, mechanical or otherwise)
Grouting and Grouting Machine
Heading Shield Operator
Heavy Duty Drilling Equipment, Hughes, LSH, Watson 3000 or similar
Heavy Duty Repairman and/or Welder
Lime Spreader
Loader under 4 cu yds
Lubrication and Service Engineer (mobile and static fuel)
Mechanical Finishers or Spreader Machine (asphalt, Barbit-Chrome and cement)
Miller Formers M-1000 Slope Paver or similar
Portable Crushing and Screening plants
Power Blade Support
Roller Operator, Asphalt
Rubber-Tired Scraper, Self-Loading (pavement, etc)
Rubber-Tired Earthmoving Equipment (Scrapers)
Site Form Paver (concrete)
Small Tractor with Drag
Soil Stabilizer (P&H or equal)
Spider Plow and Spider Puller
Timber Skidder
Track Loader up to 4 yards
Tractor Drawn Scraper
Tractor, Compressor Drill Combination
Tuber Pile Rig
Unlicensed Construction Work Boat Operator, On Site
Welder
Woods-Murr (and other similar Pugh) equipment)

GROUP 5

Cast-In Place Pipe Laying Machine
Combination Slitter and Actor Operator
Concrete Conveyor of Concrete Pump, Truck or Equipment Mounted
Concrete Conveyor, Building Site
Concrete Pump or Pumpcrete Gun
Drilling Equipment, Watson 2000, Teespa 700 or similar
Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)
Concrete Mixer/Truck
Man and/or Material Hand
Mechanical Finishers (concrete) (Clary, Johnson, Bowler Bridge Deck or similar types)
Mechanical Burn, Cure and/or Curb and Gutter Machine, Concrete or Asphalt
Mud or Drill Hoist
Portable Crushers
Power Jumbo Operator (using 220-forms, etc., in tunnels)
Screenman (automatic or manual)
Self-Propelled Compactor with Dozer
Tractor with boom, DII or similar
Trenching Machine, maximum digging capacity over 5 ft. depth
Vermeer F 6000 Rock Cutter or similar

GROUP 6

Armon Coater (or similar)
Ballast Jack Tamers
Room-Type Grading Machine
Asst. Plant Engineer
Bridge and/or Gateway Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Slows (self-propelled unit on streets, highways, airports, and canals)
Cock Engineer
Drill Dozer
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
Drilling Equipment Teespa 600, Hughes 300 series or similar up to and including 30 ft. r.l.s.
Helicopter Mechanic
Hydro-Monitor or similar
Lime Monitor
Skidder Loader, Bobcat larger than 740 series or similar (with attachments)
Locomotive
Rotating Elevating Forklift, Lift H-Lift or similar
Assistant to Engineer, Truck Mounted Equipment
Pavement Breaker, Truck Mounted, with compressor combination
Power Fabric Installation and/or Laying Machine
Pipe Wrapping Machine (plastics only)
Pipe Wrapping Machine (Tractor propelled and supported)
Screenman, (except asphaltic concrete paving)
Self-Loading Chaper
Self-Propelled Pipeline Wrapping Machine
Tractor

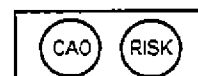
GROUP 7

Ballast Regulator
Cory Lift or similar
Combination Slurry Trench and/or Cleaner
Coker/Cherry Trench Operator (docked to Grouting/Grinding Machine)
Drilling Equipment, 20 ft and under r.l.s.
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs
Fireman Hot Plant

Grouting Machine Operator
Highline Cableway Operator
Stationary Ball Loader (Kulman or similar)
Lift Slab Machine (Vagberg and similar types)
Machines Internal For Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Sheet
Partisan (heavy duty repair shop parts room)
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 Machine (on streets, highways, airports and canals)
Self-Propelled Compactor (without dozer)
Signman
Site-Form Pumps (lifting device for concrete form)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up to and including 5 ft depth)
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manholes or similar (Boom Trucks) - Under 15 tons
Truck Type Loader

GROUP 8

Soil Shapers
Soiler Tender
Box Operator
Brakeman
Combination Mixer and Compressor (shascrete/pulver)
Compressor Operator
Deckhand
Fireman
Generators
Guniting/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)
Most Type Forklift
Miscellaneous
Assistant to Engineer
Pump Operator
Refrigerator Plant
Repairman-Dredge Tug (Self-Propelled Floating)
Ross Carver (Construction star)
Rotational Operator
Self-Propelled Tape Machine
Shuttluck
Self-Propelled Power Swager Operator (includes Vacuum Swager)
Shofter Operator
Surface Meter
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)



DETERMINATION: NC-23-63-1-2016-2

GROUP 8-A

Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or
Smaller and similar (without attachments)

ALL CRANES AND ATTACHMENTS:

GROUP 1

Cranes over 350 tons
Derrick over 350 tons
Self Propelled Boom Type Lifting Device over 350 tons

GROUP 3-A

Clamshells and Draglines over 7 cu yds
Cranes 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-A

Clamshells and Draglines over 1 cu yds up to and
including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Palain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons
Tower Cranes

GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd
Cranes 45 tons and under
Mobile Self-Erecting Tower Crane (Palain), 3 stories
and under
Self Propelled Boom Type Lifting Device 45 tons
and under

GROUP 4-A

Beam 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.



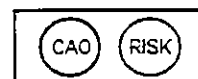
DESCRIPTION FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county boundaries:

Commencing in the Pacific Ocean on the extension of the Southern line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southern line of Township 19S, to the Northwest corner of Township 20S, Range 6E.
 Thence Southerly to the Southwest corner of Township 20S, Range 6E.
 Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E
 Thence Easterly to the Northwest corner of Township 22S, Range 9E, Thence Southerly to the Southwest corner of Township 22S, Range 9E.
 Thence Easterly to the Northwest corner of Township 23S, Range 10E, Thence Southerly to the Southwest corner of Township 24S, Range 10E, Thence Easterly to the Southwest corner of Township 24S, Range 10E, Thence Northerly to the Northeast corner of Township 20S, Range 31E
 Thence Westerly to the Southeast corner of Township 19S, Range 29E, Thence Northerly to the Northeast corner of Township 17S, Range 29E, Thence Westerly to the Southeast corner of Township 16S, Range 28E, Thence Northerly to the Northeast corner of Township 13S, Range 25E, Thence Westerly to the Southeast corner Township 12S, Range 27E, Thence Northerly to the Northeast corner of Township 12S, Range 27E, Thence Westerly to the Southeast corner of Township 11S, Range 28E, Thence Northerly to the Northeast corner of Township 11S, Range 29E, Thence Westerly to the Southeast corner of Township 10S, Range 29E, Thence Northerly to the Northeast corner of Township 9S, Range 25E, Thence Westerly to the Southeast corner of Township 8S, Range 24E, Thence Northerly to the Northeast corner of Township 8S, Range 24E, Thence Westerly to the Southeast corner of Township 7S, Range 22E, Thence Northerly to the Northeast corner of Township 6S, Range 22E, Thence Westerly to the Southeast corner of Township 5S, Range 20E, Thence Northerly to the Northeast corner of Township 5S, Range 20E, Thence Westerly to the Southeast corner of Township 4S, Range 10E, Thence Northerly to the Northeast corner of Township 1S, Range 19E, Thence Westerly to the Southeast corner of Township 1N, Range 18E, Thence Northerly to the Northeast corner of Township 3N, Range 18E, Thence Westerly to the Southeast corner of Township 4N, Range 17E, Thence Northerly to the Northeast corner of Township 4N, Range 17E, Thence Westerly to the Southeast corner of Township 5N, Range 15E, Thence Northerly to the Northeast corner of Township 5N, Range 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast corner of Township 10N, Range 14E, Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,
 Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,
 Thence Westerly to the Southeast corner of Township 18N, Range 10E, Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast corner of Township 21N, Range 9E, Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast corner of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest corner of Township 22N, Range 8E, Thence Northerly to the Southwest corner of Township 27N, Range 8E, Thence Easterly to the Southeast corner of Township 27N, Range 8E, Thence Northerly to the Northeast corner of Township 28N, Range 8E, Thence Westerly to the Southeast corner of Township 29N, Range 8E, Thence Northerly to the Northeast corner of Township 32N, Range 8E, Thence Westerly to the Northwest corner of Township 32 N, Range 8E, Thence Northerly to the Northeast corner of Township 36N, Range 3E, Thence Westerly to the Southeast corner of Township 36N, Range 3E, Thence Northerly to the Northeast corner of Township 36N, Range 3E, Thence Westerly to the Southeast corner of Township 37N, Range 1W, Thence Northerly to the Northeast corner of Township 38N, Range 1W, Thence Westerly to the Southeast corner of Township 39N, Range 2W, Thence Northerly to the Northeast corner of Township 40N, Range 2W, Thence Westerly to the Southeast corner of Township 41N, Range 4W, Thence Northerly to the Northeast corner of Township 42N, Range 4W, Thence Westerly to the Southeast corner of Township 43N, Range 5W, Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 5W,
 Thence Southerly to the Southwest corner of Township 43N, Range 8W, Thence Easterly to the Southeast corner of Township 43N, Range 8W, Thence Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerly to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest corner of Township 40N, Range 5W, Thence Southerly to the Southwest corner of Township 38N, Range 5W, Thence Westerly to the Northwest corner of Township 37N, Range 6W, Thence Southerly to the Southwest corner of Township 35N, Range 6W, Thence Westerly to the Northwest corner of Township 34N, Range 10W, Thence Southerly to the Southwest corner of Township 31N, Range 10W, Thence Easterly to the Northwest corner of Township 30N, Range 9W, Thence Southerly to the Southwest corner of Township 30N, Range 9W, Thence Easterly to the Northwest corner of Township 29N, Range 8W, Thence Southerly to the Southwest corner of Township 22N, Range 8W, Thence Easterly to the Northwest corner of Township 22N, Range 6W, Thence Southerly to the Southwest corner of Township 18N, Range 6W, Thence Westerly to the Southwest corner of Township 16N, Range 6W, Thence Northerly to the Northeast corner of Township 16N, Range 6W, Thence Westerly to the Southeast corner of Township 17N, Range 12W, Thence Northerly to the Northeast corner of Township 18N, Range 12W, Thence Westerly to the Northeast corner of Township 18N, Range 15W, Thence Southerly to the Southwest corner of Township 14N, Range 15W, Thence Easterly to the Northwest corner of Township 13N, Range 14W, Thence Southerly to the Southwest corner of Township 13N, Range 14W, Thence Easterly to the Northwest corner of Township 12N, Range 13W, Thence Southerly to the Southwest corner of Township 12N, Range 13W, Thence Easterly to the Northwest corner of Township 11N, Range 12W, Thence Southerly into the Pacific Ocean
 and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
 Thence Easterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 2E, Thence Easterly to the Northwest corner of Township 3S, Range 3E, Thence Southerly to the Southwest corner of Township 5S, Range 3E, Thence Easterly to the Southeast corner of Township 5S, Range 4E, Thence Northerly to the Northeast corner of Township 4S, Range 4E, Thence Westerly to the Southeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 3E, Thence Easterly to the Southeast corner of Township 6N, Range 5E, Thence Northerly to the Northeast corner of Township 7N, Range 5E, Thence Westerly to the Southeast corner of Township 8N, Range 3E, Thence Northerly to the Northeast corner of Township 9N, Range 3E, Thence Westerly to the Southeast corner of Township 10N, Range 1E, Thence Northerly to the Northeast corner of Township 13N, Range 1E, Thence Westerly into the Pacific Ocean,
 excluding that portion of Northern California contained within the following lines:
 Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
 Thence Easterly to the Southeast corner of Township 12N, Range 18E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS
CRAFT: **B OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-03-1-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 23, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alameda, Amador, Butte, Colusa, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba counties.

Classification (Journey/Person)	Employer Payments						Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday*	Training	Other Payments	Hours	Total Hourly Rate	Daily Saturday ⁴ 1 1/2X	Sunday and Holiday 2X	Area 1 ^b	Area 2 ^b		
Classification Group^a	Area 1^b	Area 2^b						Area 1^b	Area 2^b	Area 1^b	Area 2^b	Area 1^b	Area 2^b	
Group 1	\$47.00	\$43.00	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$77.43	\$78.43	\$100.93	\$100.93	\$124.43	\$129.43
Group 2	\$45.27	\$47.27	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$75.70	\$77.70	\$98.34	\$101.34	\$120.67	\$124.67
Group 3	\$43.51	\$45.51	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$74.04	\$76.04	\$95.85	\$98.85	\$117.83	\$121.83
Group 4	\$42.05	\$44.05	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$72.49	\$74.49	\$93.51	\$96.51	\$114.53	\$118.53
Group 5	\$40.50	\$42.50	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$71.00	\$73.00	\$91.29	\$94.29	\$111.80	\$115.80
Group 6	\$39.10	\$41.10	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$69.50	\$71.50	\$89.13	\$92.13	\$108.60	\$112.60
Group 7	\$37.69	\$39.69	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$68.28	\$70.28	\$87.21	\$90.21	\$106.13	\$110.13
Group 8	\$36.58	\$38.58	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$67.01	\$69.01	\$85.30	\$88.30	\$103.59	\$107.59
Group 0-A	\$34.07	\$36.07	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$64.20	\$66.20	\$81.54	\$84.54	\$98.57	\$102.57
ALL CRANES AND ATTACHMENTS:														
Group 1	\$48.73	\$50.73	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$79.18	\$81.18	\$103.52	\$106.52	\$127.00	\$131.00
Group 1-A	\$47.89	\$49.89	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$78.41	\$80.41	\$102.40	\$105.40	\$126.39	\$130.39
Truck Crane Assistant to Engineer	\$40.15	\$42.15	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$70.68	\$72.68	\$90.88	\$93.88	\$110.73	\$114.73
Assistant to Engineer	\$37.58	\$39.58	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$67.90	\$69.90	\$88.77	\$91.77	\$105.53	\$109.53
Group 2-A	\$43.59	\$45.59	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$76.42	\$78.42	\$99.42	\$102.42	\$122.41	\$126.41
Truck Crane Assistant to Engineer	\$39.25	\$41.25	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$70.70	\$72.70	\$90.22	\$93.22	\$110.10	\$114.10
Assistant to Engineer	\$37.33	\$39.33	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$69.78	\$71.78	\$88.43	\$91.43	\$105.09	\$109.09
Group 3-A	\$44.05	\$46.05	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$74.49	\$76.49	\$96.48	\$99.48	\$118.49	\$122.49
Truck Crane Assistant to Engineer	\$39.59	\$41.59	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$70.02	\$72.02	\$90.62	\$93.62	\$109.81	\$113.81
Hydraulic	\$38.13	\$40.13	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$69.58	\$71.58	\$89.13	\$92.13	\$108.89	\$112.89
Assistant to Engineer	\$37.02	\$39.02	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$68.45	\$70.45	\$88.98	\$91.98	\$108.47	\$112.47
Group 4-A	\$40.53	\$42.53	\$13.03	\$10.78	\$4.51	\$0.77	\$0.74	\$	\$71.05	\$73.05	\$91.30	\$94.30	\$111.89	\$115.89

0 indicates an apprenticeship rate. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPR/PWAAppWage/PWAcWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2003 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classifications within each group, see pages 228-40.

^b 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, Yuba and Yuba counties; and portions of Alameda, Amador, Colusa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

^c AREA 2 - Modoc, and portions of Alameda, Amador, Colusa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

^d Saturday in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather.

^e Indicates an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determination on the Internet at <http://www.dir.ca.gov/OPR/PWD>. Holiday provisions for current or superceded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to assume the work. You may obtain the travel and/or subsistence provisions for the current determination on the Internet at <http://www.dir.ca.gov/OPR/PWD>. Travel and/or subsistence requirements for current or superceded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER

DETERMINATION: NC-63-3-75-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journeyperson)	Employer Payments							Straight-Time		Overtime Hourly Rate						
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^d	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^e 1 1/2X	Sunday and Holiday 2X					
Classification Group ^a	Area 1 ^b	Area 2 ^c						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	
Group I	\$31.03	33.03	13.28	10.35	3.57	0.71	0.88	8	59.82	61.82	75.335	78.335	75.335	78.335	90.85	94.85
Group II	27.43	29.43	13.28	10.35	3.57	0.71	0.88	8	56.22	58.22	69.935	72.935	69.935	72.935	83.65	87.65
Group III	22.82	24.82	13.28	10.35	3.57	0.71	0.88	8	51.61	53.61	63.02	66.02	63.02	66.02	74.43	78.43
Group IV	20.11	22.11	13.28	10.35	3.57	0.71	0.88	8	48.90	50.90	58.955	61.955	58.955	61.955	69.01	73.01

^a Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAggWage/PWAggWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^b For classifications within each group, see below.

^b 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 43).

^d Includes an amount for Supplemental Dues.

^e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown, or shortage of materials beyond the control of the Individual Employer.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group I

Landscape Finish Grade Operator All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift

IDR Welder - Landscape - Operating Engineer's Equipment

Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

Group III

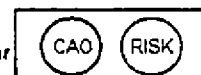
Landscape Utility Operator

Small Rubber-Tired Tractor

Trencher - Under 35 Horsepower

Group IV

Assistant Landscape Utility Operator



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR LANDSCAPE CONSTRUCTION PROJECTS**

CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-63-3-75-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate							
		Health and Welfare	Pension and Vacation	Training and Holiday ⁴	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ⁵ 1 1/2X	Sunday & Holiday 2X						
Classification Group ³	Area 1 ^b	Area 2 ^c					Area 1 ^b	Area 2 ^c	Area 1	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c		
Group I	\$34.44	36.44	13.28	10.35	3.57	0.71	0.88	8	63.23	65.23	80.45	83.45	80.45	83.45	97.67	101.67
Group II	30.39	32.39	13.28	10.35	3.57	0.71	0.88	8	59.18	61.18	74.375	77.375	74.375	77.375	89.57	93.57
Group III	25.20	27.20	13.28	10.35	3.57	0.71	0.88	8	53.99	55.99	66.59	69.59	66.59	69.59	79.19	83.19
Group IV	22.30	24.30	13.28	10.35	3.57	0.71	0.88	8	51.09	53.09	62.24	65.24	62.24	65.24	73.39	77.39

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

¹ For classifications within each group, see below.

² 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

³ AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

⁴ Includes an amount for Supplemental Dues.

⁵ Saturdays in the same work week may be worked at straight-time if a job is shut-down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the individual Employer.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is in file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift Agreement #: Ag-6026 - Page 391 of 415

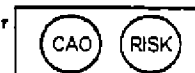
IDR Welder - Landscape - Operating Engineer's Equipment
Hydro Seeder Machine
Roller
Rubber-Tired and Track Earthmoving Equipment
Skidloader
Straw Blowers
Trencher - 35 Horsepower up to 65 Horsepower

Group III

Landscape Utility Operator
Small Rubber-Tired Tractor
Trencher - Under 35 Horsepower

Group IV

Assistant Landscape Utility Operator



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) *

DETERMINATION: NC-200-X-17-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within San Joaquin, Tuolumne, and Yolo counties.

CLASSIFICATION	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^c	Training Other	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Striper, Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	^b 34.26	7.50	4.05	-	0.10	8	45.91	^d 63.04	80.17	80.17
Parking Lots, Gamecourts, Playgrounds	^b 29.12	7.50	4.05	-	0.10	8	40.77	^d 55.33	69.89	69.89
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	^b 29.46	7.50	4.05	-	0.10	8	41.11	^d 55.84	70.57	70.57

* Indicates an apprenticeable craft. The current apprentice wage rates are available on the internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

^b Includes an amount withheld for Dues Check-Off.

^c Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

^d Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification ² (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training Other Payments	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ³ 1 1/2X	Sunday/ Holiday 2X
Group 1	\$28.57	\$16.22	\$6.00	\$2.15	\$0.85	*\$0.58	8	\$54.37	\$68.655	\$68.655	\$82.94
Group 2	28.87	16.22	6.00	2.15	0.85	*0.58	8	54.67	69.105	69.105	83.54
Group 3	29.17	16.22	6.00	2.15	0.85	*0.58	8	54.97	69.555	69.555	84.14
Group 4	29.52	16.22	6.00	2.15	0.85	*0.58	8	55.32	70.08	70.08	84.84
Group 5	29.87	16.22	6.00	2.15	0.85	*0.58	8	55.67	70.605	70.605	85.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) ⁴											
	⁴ Step I - 1 st 1000 Hours										
	⁵ Step II - 2 nd 1000 Hours										
	⁶ Step III - 3 rd 1000 Hours										

* Supplemental Dues and Contract Administration.

² Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

³ An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

⁴ Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

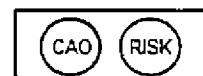
⁵ Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

⁶ Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

* For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/PRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/PRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



DETERMINATION: NC-23-261-1-2015-1 and NC-23-261-1-2015-1A

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards
 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
 Snow Buggy
 Steam Cleaning
 Bus or Manhaul Driver
 Escort or Pilot Car Driver
 Pickup Truck
 Teamster Oiler/Greaser/and or Serviceman
 Hook Tenders
 Team Drivers
 Warehouseman
 Tool Room Attendant (Refineries)
 Fork Lift and Lift Jitneys
 Warehouse Clerk/Parts Man
 Fuel and/or Grease Truck Driver or Fuelman
 Truck Repair Helper
 Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards
 Transit Mixers through 10 yards
 Water Trucks Under 7000 gals.
 Jetting Trucks Under 7000 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 Bootman
 Buggymobile
 Ross, Hyster and similar Straddle Carrier
 Small Rubber Tired Tractor
 Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards
 Transit Mixers Over 10 yards
 Water Trucks 7000 gals and over
 Jetting Trucks 7000 gals and over
 Vacuum Trucks under 7500 gals
 Trucks Towing Tilt Bed or Flat Bed Pull Trailers
 Heavy Duty Transport Tiller Man
 Tire Repairman

GROUP 3 (continued)

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
 Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
 P.B. or Similar Type Self Loading Truck
 Combination Bootman and Road Oiler
 Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
 Ammonia Nitrate Distributor, Driver and Mixer
 Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards
 Vacuum Trucks 7500 gals and over.
 Truck Repairman
 Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
 Helicopter Pilots
 Lowbed Heavy Duty Transport (up to and including 7 axles)
 DW 10s, 20s, 21s 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

GROUP 5

Dump Truck 65 yards and over
 Holland Hauler
 Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

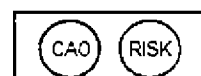
Articulated Dump Truck
 Bulk Cement Spreader (w/ or w/o Auger)
 Dumperete Truck
 Skid Truck (Debris Box)
 Dry Pre-Batch Concrete Mix Trucks
 Dumpster or Similar Type
 Slurry Truck

GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer
 Asphalt Burner
 Scarifier Burner
 Fire Guard
 Industrial Lift Truck (mechanical tailgate)
 Utility and Clean-up Truck
 Composite Crewman

GROUP 8

Trainee



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacations/ Holiday	Training Other Payments	Other Payments		Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X	
Group 1	\$30.57	\$16.22	\$6.00	\$2.15	\$0.85	\$0.58	8	\$56.37	\$71.655	\$71.655	\$86.94
Group 2	30.87	16.22	6.00	2.15	0.85	0.58	8	56.67	72.105	72.105	87.54
Group 3	31.17	16.22	6.00	2.15	0.85	0.58	8	56.97	72.555	72.555	88.14
Group 4	31.52	16.22	6.00	2.15	0.85	0.58	8	57.32	73.08	73.08	88.84
Group 5	31.87	16.22	6.00	2.15	0.85	0.58	8	57.67	73.605	73.605	89.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) ^c											
	Step I - 1 st 1000 Hours										
	Step II - 2 nd 1000 Hours										
	Step III - 3 rd 1000 Hours										

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWQ>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER)¹
AND
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba, and Yuba Counties.

Classification (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare *	Pension *	Vacation and Holiday *	Training	Other Payments	Hours	Total Hourly Rate	Daily [†]	Saturday ^{**}	Sunday And Holiday [‡]

TRAFFIC CONTROL AND RELATED CLASSIFICATIONS

AREA 1*

Traffic Control Person I	29.34	7.84	11.06	2.63	0.45	0.22	8	51.54	66.21	66.21	80.88
Traffic Control Person II	26.84	7.84	11.06	2.63	0.45	0.22	8	49.04	62.46	62.46	75.88
Flag Person	29.04	7.84	11.06	2.63	0.45	0.22	8	51.24	65.76	65.76	80.28

AREA 2*

Traffic Control Person I	28.34	7.84	11.06	2.63	0.45	0.22	8	50.54	64.71	64.71	78.88
Traffic Control Person II	25.84	7.84	11.06	2.63	0.45	0.22	8	48.04	60.96	60.96	73.88
Flag Person	28.04	7.84	11.06	2.63	0.45	0.22	8	50.24	64.26	64.26	78.28

DETERMINATION: NC-23-102-13-2016-2A

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 25, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

STRIPER AND RELATED CLASSIFICATIONS

Classification (Journey/Person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health * and Welfare	Pension *	Vacation and Holiday *	Training	Other Payments	Hours	Total Hourly Rate	Daily [†]	Saturday ^{**}	Sunday and Holiday [‡]
Group 1	32.58	7.84	10.25	2.48	0.45	0.19	8	53.79	70.08	70.08	86.37
Group 2	31.08	7.84	10.25	2.48	0.45	0.19	8	52.29	67.83	67.83	83.37
Group 3	29.33	7.84	10.25	2.48	0.45	0.19	8	50.54	65.205	65.205	79.87
Group 4	27.23	7.84	10.25	2.48	0.45	0.19	8	48.44	62.055	62.055	75.67

Group 1
Traffic Striping Applicator

Group 2
Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Markings Applicator
Decorative Asphalt Surfacing Applicator

Group 3
Traffic Surface Abrasive Blaster
Pot Tender

Group 4
Parking Lots, Game Courts & Playground
Striping Applicator
Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A

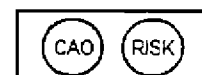


Determination: NC-23-102-13-2016-1 and NC-23-102-13-2016-2A

- Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/dawdss.html>.
- a. Includes an amount for the Annuity Trust Fund
- b. Includes an amount for Supplemental Duty
- c. Saturdays or scheduled sixth (6th) consecutive work day in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.
- d. AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties
- e. Includes an amount for Retiree Health & Welfare
- f. One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays
- g. Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.
- h. The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TREE MAINTENANCE¹ (LABORER)

DETERMINATION: NC-102-X-21-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION(s) ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b	Sunday/Holiday 2X
Senior Tree Trimmer	\$18.00	\$3.50	\$0.50	\$1.57	-	\$0.01	8	\$23.58	\$32.58	\$41.58
Tree Trimmer	\$16.00	\$3.50	\$0.50	\$1.37	-	\$0.01	8	\$21.38	\$29.38	\$37.38
Groundsperson	\$13.25	\$3.50	\$0.50	\$1.22	-	\$0.01	8	\$18.48	\$25.10 ^c	\$31.73

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

^c This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at <http://www.dir.ca.gov/oprl/pwd>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit: at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at <http://www.dir.ca.gov/oprl/pwd>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



PERFORMANCE BOND

BOND NO. 106619470

PREMIUM: \$1,560.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and The Don Chapin Company, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated January 19, 2017, and identified as project Montecito Park Basketball Court, Turf, and ADA Upgrades, Project (32n1617, 32n1717) and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Two Hundred Ninety Seven Thousand, Fifty Five and 80/100 dollars (\$ 297,055.80) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on January 20, 2017

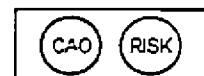
The Don Chapin Company, Inc.

By: [Signature]
PRINCIPAL

By: _____
PRINCIPAL

Travelers Casualty and Surety Company of America

By: [Signature]
ATTORNEY-IN-FACT, Yesenia Rivera



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

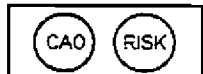
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 228849

Certificate No. 006152222

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

F. R. Hudson III, David J. Bachan, Yesenia Rivera, Charles M. Griswold, Vincent M. Scolari, Felicia Gardner, Wendy Pastora, Patricia Simicich, Steven Duke, and Martha Velia Garcia

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of December 2014

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

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



State of Connecticut
City of Hartford ss.

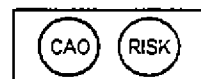
By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of December 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

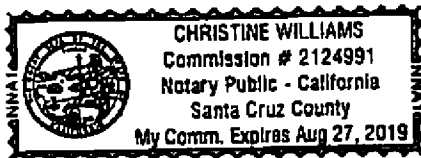
State of California

County of Santa Cruz

On **January 20, 2017** before me, **Christine Williams, Notary Public**, personally appeared **Yesenia Rivera**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.



Christine Williams
Christine Williams

-----OPTIONAL-----

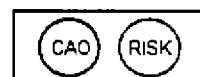
Type: Performance Bond #106619470

Principal: The Don Chapin Company, Inc.

Obligee: The City of Monterey

Description: Montecito Park Basketball Court, Turf, and ADA Upgrades

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America



PAYMENT (LABOR AND MATERIALS) BOND

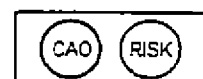
Premium included with Performance Bond
BOND NO.: 106619470

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, The Don Chapin Company, Inc. as Principal (also referred to herein as "CONTRACTOR"), and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of Two Hundred Ninety Seven Thousand, Fifty Five and 80/100 Dollars (\$ 297,055.80), 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 present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the MONTECITO PARK BASKETBALL COURT, TURF, AND ADA PROJECT (32N1617), in accordance with OWNER's Call for Bids documents and Principal's Bid Dated January 10, 2017, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract; *(32N1717)

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

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



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

20th day of January, 2017

Travelers Casualty and Surety Company of America
Surety

By: *Yesenia Rivera*

Yesenia Rivera, Attorney-in-Fact
Print Name/Title

100 California St., #300, San Francisco, CA 94111
Address

(415) 732-1482
Telephone Number

amenard@travelers.com
Email Address

The Don Chapin Company, Inc.
Principal

By: *[Signature]*

DONALD D. CHAPIN JR. President
Print Name/Title

560 Crazy Horse Canyon Rd., Salinas, CA 93907
Address

(831) 449-4273
Telephone Number

Email Address

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

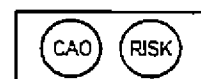
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January, 2017.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 228849

Certificate No. 006152221

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

F. R. Hudson III, David J. Bachan, Yesenia Rivera, Charles M. Griswold, Vincent M. Scolari, Felicia Gardner, Wendy Pastora, Patricia Simicich, Steven Duke, and Martha Velia Garcia

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of December 2014

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of December 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

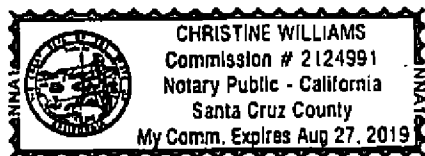
State of California

County of Santa Cruz

On **January 20, 2017** before me, **Christine Williams, Notary Public**, personally appeared **Yesenia Rivera**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.



Christine Williams
Christine Williams

-----OPTIONAL-----

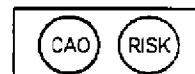
Type: **Payment Bond #106619470**

Principal: **The Don Chapin Company, Inc.**

Obligee: **The City of Monterey**

Description: **Montecito Park Basketball Court, Turf, and ADA Upgrades**

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

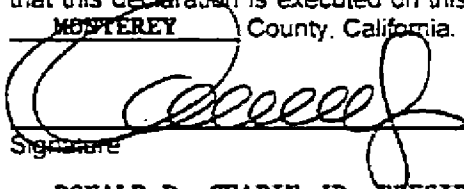
I am the PRESIDENT of THE DON CHAPIN CO., INC., the party making the foregoing bid

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

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.

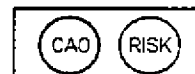
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of JANUARY, 2017 in SALINAS (city), MONTEREY County, California.



Signature

DONALD D. CHAPIN JR. PRESIDENT

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

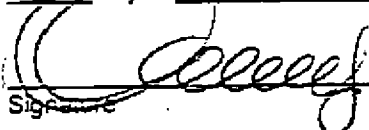
- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within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

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

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

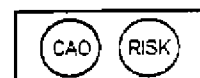
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 10 day of JANUARY, 2017 in SALINAS [city], MONTEREY County, California.


Signature

DONALD D. CHAPIN JR PRESIDENT

Printed Name and Title



CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant - City of Monterey
Davis Bacon and Related Acts (DBRA)**

Project Name: MONTECITO PARK B.B COURT Project Number: 32N1617 32N1717

1. The undersigned, having executed a contract with CITY OF MONTEREY
(Agency Name)

for CONSTRUCT BASKET BALL COURT in the amount of \$ 297,055.80
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction (HUD form 4010) are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.


(a) The workers will report for duty on or about 2-15-17 (Date)

3. The undersigned certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- A Single Proprietorship
- A Partnership
- A Corporation Organized in the State OF CALIFORNIA
- Other - Describe: _____


Signature DONALD D. CHAVIN JR
PRESIDENT

1-25-17
Date

Applicability

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

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

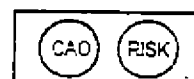
(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

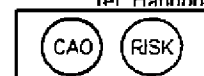
3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

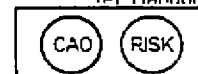
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

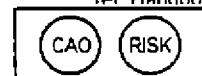
(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

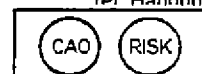
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0056172 McSherry & Hudson 575 Auto Center Drive P. O. Box 2690 Watsonville, CA 95076	1-831-724-3841 CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED THE DON CHAPIN COMPANY INC. 560 CRAZY HORSE CANYON ROAD SALINAS, CA 93907	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ZURICH AMERICAN INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B: STARR IND & LIAB CO</td> <td>38318</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMERICAN INS CO	16535	INSURER B: STARR IND & LIAB CO	38318	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: STARR IND & LIAB CO	38318														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 48982248** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	GLO 9674277-06	10/01/16	10/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	RAP 9674279-06	10/01/16	10/01/17	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000023131	10/01/16	10/01/17	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Follows Form \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)		X	WC 9674280-08	10/01/16	10/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE; MONTECITO PARK BASKETBALL COURT, TONY AND ADA UPGRADES (32N1617).
 THE CITY OF MONTEREY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENTS.

GL PER ISO FORM CG0001 04/13; AL PER ISO FORM CA0001 10/13

CERTIFICATE HOLDER

CITY OF MONTEREY
 CITY HALL

 580 PACIFIC STREET, ROOM 6

 MONTEREY, CA 93940

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
 mgarcia
 48982248

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/19/2017

NAME OF INSURED: THE DON CHAPIN COMPANY INC.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO9674277-06	10/01/2016	10/01/2017	10/01/2016	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: The Don Chapin Company, Inc. / Landset Engineers, Inc. / Tom's Site
Services/Tom's Septic Construction
Address (Including ZIP Code):
520 Crazy Horse Canyon Road, Salinas, CA 93907

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV -- **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV -- **Commercial General Liability Conditions:**
Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV -- **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III -- **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ZURICH

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO9674277-06	10/01/2016	10/01/2017	10/01/2016	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization to whom you are	30
required by written contract or agreement to	
mail prior written notice of cancellation,	
non-renewal, and/or reduction in coverage	

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named insured: The Don Chapin Company Inc. / Landset Engineers, Inc. /
Tom's Site Services/Tom's Septic Construction
Endorsement Effective Date: 10/01/2016**

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The Don Chapin Company Inc. / Landset Engineers, Inc. / Tom's Site Services/Tom's Septic Construction
Endorsement Effective Date: 10/01/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
 ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



ZURICH

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 9674279-06	10/01/2016	10/01/2017	10/01/2016	BAP 9674279-06		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization to whom you are required by written contract or agreement to mail prior written notice of cancellation, non-renewal, and/or reduction in coverage	30

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR ORGANIZATION THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Job Description

ALL CA OPERATIONS

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization to whom you are required by written contract or agreement to mail prior written notice of cancellation, non-renewal, and/or reduction in coverage	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2016
insured

Policy No. WC 9674280-08

Endorsement No.
Premium \$

Insurance Company: Zurich American Ins. Co.