

PUBLIC WORKS CONTRACT (Formal Bid)

Montecito Park Entry and Seating Installation and Phase 2 Site Improvements Project (32n1717)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 9 day of January 2018, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and GRANITE ROCK COMPANY 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 Entry and Seating Installation and Phase 2 Site Improvements 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 November 27, 2017, for the Total Base Bid (Items 1 - 18) in an amount not to exceed Two Hundred Forty Nine Thousand Three Hundred Four Dollars (\$249,304) 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 December 19, 2017 by Resolution 17-214 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:

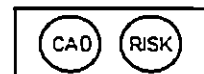
By: [Signature] City Clerk

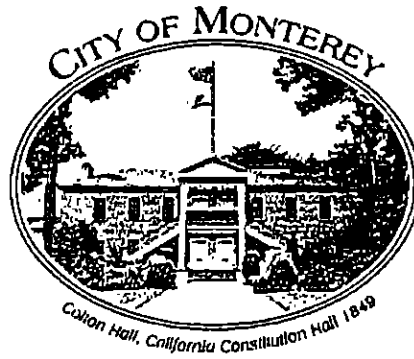
CITY OF MONTEREY:

By: [Signature] City Manager, or his designee

Granite Rock Company:

By: [Signature] Rodney Jehany, Exec. Vice President





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

**MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2
SITE IMPROVEMENTS PROJECT (32N1717)**

FORMAL BID

This is a Neighborhood Improvement Project Funded in part by a
Community Development Block Grant

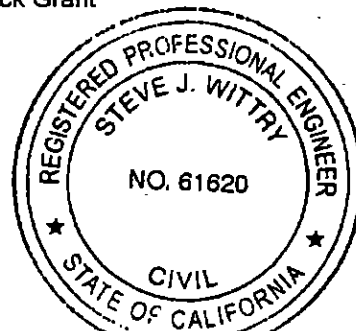


TECHNICAL SPECIFICATIONS APPROVED BY:

Jeffrey Lynn Krebs

ENGINEER

DATE: 9-29-17



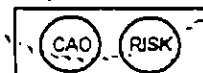
APPROVED FOR CONSTRUCTION:

Steve J. Wittry
CITY ENGINEER

DATE: 9-29-17

Master Specification Revision: 09/21/2015

Project Specification Revision: 10/2/2017



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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.
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A. Plans and Specifications	F. Debarment and Suspension Certification
B. Accepted Proposal	G. Certification Concerning Labor Standards and Prevailing Wage Requirements
C. Performance Bond	H. Federal Labor Standards (HUD 4010)
D. Payment Bond (Labor and Materials)	
E. Non-Collusion Declaration	

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

ATTEST:

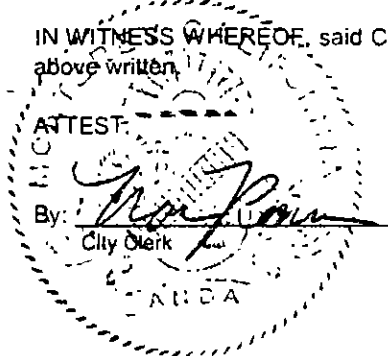
By: [Signature]
City Clerk

CITY OF MONTEREY:

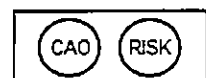
By: [Signature]
City Manager, or his designee

Granite Rock Company:

By: [Signature]
Rodney Jenny, Exec. Vice President



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**MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT
(32N1717)**

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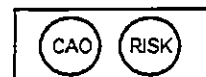
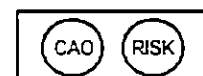
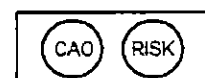


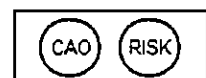
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**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

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., November 28, 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 the Montecito Park Entry and Seating Installation and Phase 2 Site Improvements 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 basketball 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 construction project, and as such, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts 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 November 8, 2017 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.

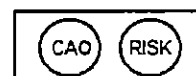
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In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the 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>.

Federal regulations set numerical goals for meeting the "greatest extent feasible" requirement for recipients of Section 3 covered community development assistance, contractors and subcontractors. 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/bep/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:

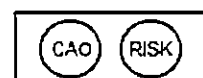
1. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication),
2. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates 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-Sfill.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 Jeff Krebs, PE, Principal 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.

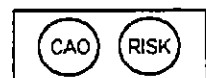
DEFINITIONS

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

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



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**MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT
(32N1717)**

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	Traffic Control	1	LS		
4	Clear and Grub	3,600	SF		
5	Earthwork	1	LS		
6	Adjust Utility Covers to Grade	10	EA		
7	Relocate 1-1/4" PVC Schedule 40 Water Line	1	LS		
8	Pedestrian Concrete Pavement	2,222	SF		
9	Porous Concrete Pavers	296	SF		
10	Concrete Planter Wall	90	LF		
11	Entry Wall	1	LS		
12	Furnish and Install Table	3	EA		
13	Furnish and Install BBQ Pits	1	EA		
14	Tree Planting	8	EA		
15	Landscape Planting	1	LS		
16	Drip Irrigation	1	LS		

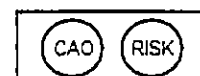
17	Mulch/Soil Preparation	470	SF		
18	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 18) (In Words)					(In Figures)
_____					\$

ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
19	Clear and Grub	6,400	SF		
20	Earthwork	1	LS		
21	Synthetic Turf, Pad, and Porous Base	4,840	SF		
22	Drain Rock Trench	80	LF		
23	Pedestrian Concrete Pavement	285	SF		
24	Concrete Perimeter Curb	198	LF		
25	Porous Concrete Pavers	648	SF		
26	Furnish and Install Bench	3	EA		
27	Volleyball Accessories	1	LS		
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 19 THROUGH 27) (In Words)					(In Figures)
_____					\$

ADDITIVE ALTERNATIVE #2

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
28	Clear and Grub	5,290	SF		
29	Earthwork	1	LS		
30	Spray Irrigation	1	LS		
31	Soil Preparation	5,290	SF		
32	Sod	5,290	SF		



TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 28 THROUGH 32 (In Words)) <hr/> <hr/>	(In Figures) \$
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ADDITIVE ALTERNATIVE #3

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
33	Clear and Grub	1,900	SF		
34	Earthwork	1	LS		
35	Pedestrian Concrete Pavement	1,077	SF		
36	Light Fixture Type "XG" (Bollard & Concrete Base Included)	9	EA		
37	In Grade Pull Boxes	1	EA		
38	3/4" PVC Schedule 40	350	LF		
39	Conductor - #8 AWG (THHN/THWN)	1,050	LF		
40	Electrical Conduit Excavation trenching	350	LF		
TOTAL ADDITIVE ALTERNATIVE #3 (ITEMS 33 THROUGH 40) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 40) (In Words) <hr/> <hr/>	(In Figures) \$
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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 40).



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. Traffic Control

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 to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

4. 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.

5. Earthwork

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 transport construction materials, including but not limited to, 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.

6. Adjust Utility Covers to Grade

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing utility cover, protect

the existing utility during construction, then shorten or extend the utility riser as appropriate and reinstall the cover at final grade with a concrete collar after grading and/or paving, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

7. Relocate 1-1/4" PVC Schedule 40 Water Line

Measurement and payment for this item shall be on lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing waterline, reinstall the waterline, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer

8. Pedestrian Concrete Pavement

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, placement and compaction of aggregate base, constructing concrete sidewalk in accordance with the plans and 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.

9. Porous Concrete Pavers

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 for over-excavation and recompaction of subgrade, spreading and compacting bedding sand, placing and compacting the porous base, edge restraint where adjacent to planter areas, and setting and finishing concrete pavers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10. 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.

11. Entry Wall

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 the CMU wall, including the plaster and painted finish, concrete footings, and basework. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

12. Furnish and Install 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.

13. Furnish and Install BBQ 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.

14. 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.

15. Landscape Planting

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 Planting. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

16. Drip 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 construct drip irrigation, as marked on the plans and in accordance with the technical specifications.

17. Mulch/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.

18. 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**19. 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.

20. Earthwork

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 transport construction materials, including but not limited to, 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.

21. Synthetic Turf, Pad, and Porous Base

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 building the turf section, including the striping, performance pad, baserock, and nailer boards. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

22. Drain Rock Trench

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 constructing the drain rock trench including the geotextile fabric. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

23. Pedestrian Concrete Pavement

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, placement and compaction of aggregate base, constructing concrete sidewalk in accordance with the plans and 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.

24. Concrete Perimeter 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 perimeter concrete curb, including dowelling into adjacent concrete as shown on the plans. Measurement for payment on this work item shall be along the top of the new perimeter concrete curb. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

25. Porous Concrete Pavers

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 for over-excavation and recompaction of subgrade, spreading and compacting bedding sand, placing and compacting the porous base, edge restraint where adjacent to planter areas, and setting and finishing concrete pavers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

26. Furnish and Install 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.

27. Volleyball Accessories

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 installation of new volleyball netting, including poles, footings, sleeves, and nets, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

ADDITIVE ALTERNATIVE #2 BID ITEM DESCRIPTIONS**28. 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.

29. Earthwork

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 transport construction materials, including but not limited to, 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.

30. Spray 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.

31. 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.

32. 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.

ADDITIVE ALTERNATIVE #3 BID ITEM DESCRIPTIONS**33. 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.

34. Earthwork

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 transport construction materials, including but not limited to, 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.

35. Pedestrian Concrete Pavement

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, placement and compaction of aggregate base, constructing concrete sidewalk in accordance with the plans and 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.

36. Lighting Fixture Type XG (Bollard & 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 and base as shown on the plans and in accordance with these specifications and as directed by the Engineer.

37. 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.

38. 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.

39. 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.

40. 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 and backfill for electrical conduit as shown on the plans and in accordance with these specifications 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.

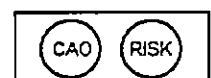
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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: _____

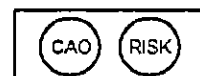
Email: _____

(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



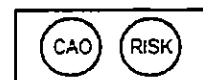
ACKNOWLEDGEMENT OF ADDENDA

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

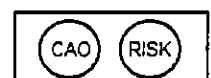
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____



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.

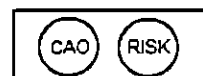
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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.

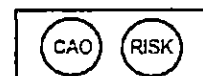
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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 Entry and Seating Installation and Phase 2 Site Improvements Project (32N1717)**.

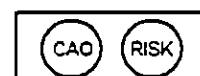
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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:

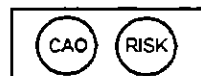
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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

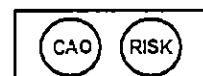


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

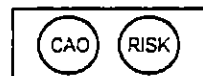
1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

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.

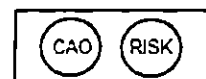
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- 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:

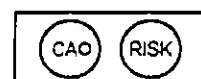
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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.

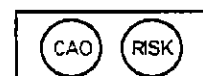


DISCLOSURE OF LOBBYING ACTIVITIES

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 (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 borrower 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 (\$100,000 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

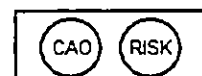
CONTRACT AWARD

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.



SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)

Montecito Park Entry and Seating Installation and Phase 2 Site Improvements Project (32n1717)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this ___ day of ___ 201___, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] 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:

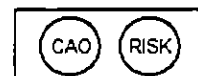
1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Citywide ADA Ramp and Street Reconstruction. Phase 2. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [Insert Month Day Year], in an amount not to exceed [Insert amount in words] dollars (\$###,###.00) 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 [Month Day Year] by Resolution [##-###] 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	F. Debarment and Suspension Certification
B. Accepted Proposal	G. Certification Concerning Labor Standards and Prevailing Wage Requirements
C. Performance Bond	H. Federal Labor Standards (HUD 4010)
D. Payment Bond (Labor and Materials)	
E. Noncollusion Declaration	

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

ATTEST: CITY OF MONTEREY: [INSERT CONTRACTOR NAME]:

By: _____ By: _____ By: _____
City Clerk City Manager, or his designee [Insert Name, Title]



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.

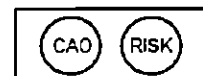
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of 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 ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT (32N1717), 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:

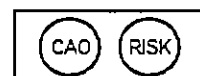
(a) The legal name and the business address of the undersigned are:

(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.

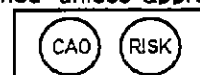
Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall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

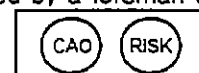
Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

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

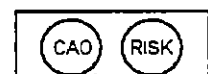
Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

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

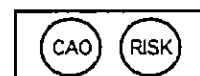
The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

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.

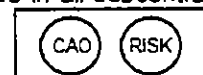
All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements 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

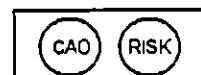
Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

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.

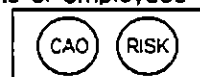
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

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.

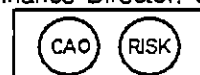
PROGRESS PAYMENTS

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



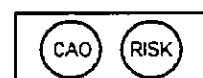
decision on valuation of the securities shall be final.

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 ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT
(32N1717)

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.

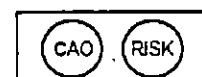
Please refer to Part III, Page 3, for sample bond forms.

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 for the base bid or additive alternate 2. **Additional thirty (30) calendar days** will be granted for additive alternates 1 or 3, if the original contract awarded at City Council, includes additives 1 or 3.

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

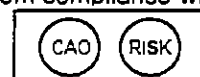
It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

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 federally-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)
 - Concrete Masonry Unit (CMU) placement
 - Header Placement
 - Pipe placement
 - Conduit placement
 - Irrigation pipe
 - Lighting
 - Grounding
 - b. Materials and Materials Certification:
 - Aggregate Base
 - Drain Rock
 - Leveling Fines
 - Porous Concrete Pavers
 - Concrete
 - CMU
 - Plaster
 - Reinforcing Bar
 - Pipe Material
 - Trench backfill material
 - Lumber
 - Pavement Markers
 - Sod
 - Mulch
 - Trees

Artificial Turf
Tables
Barbeques
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.

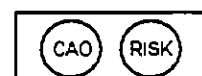
GUARANTEE

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.

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-I.03 "Public Convenience" and 7-I.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.

RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS

Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies to contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a contractor in connection with a public works project for:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a public works project.
 - b. Payment by the City of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the City.

3. Upon receipt of a claim pursuant to this section:

- a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

"CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES."

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
- e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.

4. Following City's written response:

- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and

claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- d. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of contract does not exist, the contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

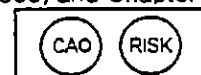
8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000

Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section Q above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2



(commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:
- a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
 - d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
 - e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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.
7. 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.
8. The North East half of the existing basket ball court is 5 ½ " reinforced concrete, #3 rebar @ 18" O.C each way, over 4" aggregate base. Contractor may utilize this thicker concrete for construction trucking and equipment, but must protect the surface.

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 Neighborhood Improvement Projects (NIP) Projects, the Contractor shall post temporary NIP 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 Dragnet 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.

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**MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT
(32N1717)**

TECHNICAL 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 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)

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 - EXECUTIDN

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, pullcans, 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.

GROUNDING

PART 1 GENERAL

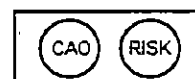
- 1.01 Section Includes:
 - A. Conduits, wires, ground rods and other materials for the electrical grounding system.
- 1.02 Related Sections:
 - A. Section 16000- Electrical General Requirements.

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.

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.

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.

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.

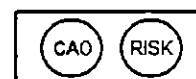
1.02 Related Work:

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.

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.

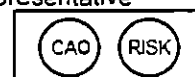
PART 2 – PRODUCTS

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.

CIRCUIT BREAKERS

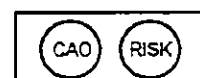
PART 1 – GENERAL

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

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.

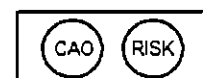
PART 2 – PRODUCTS

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, hickeys, 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.

UNIT MASONRY**PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for installation of concrete masonry unit (CMU) items as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 1. Site Concrete
 2. Exterior Plaster

1.03 STANDARDS AND DEFINITIONS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 1. C33 / C33M Specification for Concrete Aggregates
 2. C90 Specification for Load Bearing Concrete Masonry Units
 3. C91 Specification for Masonry Cement
 4. C140 Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
 5. C144 Specification for Aggregate for Masonry Mortar
 6. C150 / C150M Specification for Portland Cement
 7. C207 Specification for Hydrated Lime for Masonry Purposes
 8. C270 Specification for Mortar for Unit Masonry
 9. C331 Specification for Lightweight Aggregates for Concrete Masonry Units
 10. C404 Specification for Aggregates for Masonry Grout
 11. C476 Specification for Grout for Masonry
 12. C1142 Specification for Extended Life Mortar for Unit Masonry
 13. C1384 Specification for Admixtures for Masonry Mortars
- B. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.

1.04 QUALITY ASSURANCE

- A. Masonry shall be constructed by experienced journeyman masons.

1.05 SUBMITTALS

- A. Samples: one sample of each type of CMU and cap specified that is to be used on the project. Samples shall be the basis of all rejection or approval of the material.

1.06 DELIVERY STORAGE AND HANDLING

- A. Store all CMU on the job so that they are kept off the ground and protected from the rain.
- B. Prevent excessive mud, wet cement, and like materials from coming in contact with the materials.

PART 2 - PRODUCTS**2.01 CMU MATERIALS**

- A. CMU: ASTM C90 Grade N. Size and color as specified on the Drawings.
- B. Portland Cement: as specified in Specification Section Site Concrete.
- C. Water Reducer: as specified in Specification Section Site Concrete.
- D. Cement-lime mortar: ASTM C270 Type S. Mortar proportions by volume for Unit Masonry shall be used.
- E. Grout: 28-day strength of 2,000 psi and be composed of one part Portland cement, three parts sand, and two parts of 3/8" maximum pea gravel, the latter of which may be added to in order to produce consistency for pouring without segregation of the constituents of the grout.
- F. Reinforcing Steel: as specified in Specification Section Site Concrete.

PART 3 - EXECUTION

3.01 GENERAL

- A. Excavate to the lines and grades shown on the Drawings. Use caution not to over-excavate beyond the lines shown, or to disturb the base elevations beyond those shown.
- B. Subgrade preparation: Compact to 90% relative compaction.
- C. Concrete base preparation: See Specification Site Concrete
- D. Aggregate base preparation: for CMU work shown on the Drawings as placed directly on aggregate base, install base material as shown on the Drawings. Locate tip of base to allow bottom wall units to be buried to proper depths as per wall heights and specifications. Compact base to at 90% relative compaction to provide a level hard surface on which to place the first course of blocks. Construct the base to insure proper wall embedment and the final elevation shown of the Drawings. Well-graded sand can be used to smooth the top 1/2 inch (12.5mm) on the leveling pad.
- E. Coordination: Fit masonry work into other work. Scribe and cope as required for accurate fit.

3.02 CONCRETE MASONRY UNITS

- A. Do not wet the CMU units except when hot and dry weather exists causing the units to be warm to the touch, and then the surface only may be wetted with a light fog spray.
- B. Insure that the first row of CMU units are in full contact with the base. Take proper care to develop straight lines and smooth curves on base course as shown on the Drawings. Fill all cavities in and around the base row with base materials and compacted. Backfill front and back of entire base row to firmly lock in place. Check again for level and alignment. Sweep all excess material from top of units.
- C. Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Check each block for proper alignment and level.
- D. Lay up all CMU walls in running bond, plumb, level, and true to the lines and dimensions indicated on the Drawings.
- E. Align all CMU vertical cells to maintain a clear, unobstructed system of cores. Hold racking to an absolute minimum. Check units for level and alignment as they are placed.
- F. Place all CMU units in mortar with full shoved bed and head joints. No mortar joints larger than 3/8" will be allowed. Rake mortar in 1/8± deep. Clean all mortar from the surface of the stones.
- G. Fill all CMU cores solidly with a workable grout mix suitable for pumping, or an approved alternate method, and place before initial set or hardening occurs. Consolidate grout after excess moisture has been absorbed, but before workability is lost.

1. Complete grouting in one day with no interruptions greater than one hour.
 2. When the grouting is stopped for one hour or longer, form horizontal construction joints by stopping the pour of grout approximately 1/4 inch above or below bed joint.
 3. Where the grout pour exceeds four feet in height, provide cleanouts by suitable openings in the face shells in the bottom course of each cell to be grouted, or other approved locations. Seal the cleanout after inspection and before grouting
- F. Install all reinforcing prior to grouting. Hold vertical reinforcing bars in position at the top, bottom, and at intervals not farther apart than 192 bar diameters.
- G. Cut CMU using motor-driven saws to provide clean, sharp unchipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full-size units without cutting whenever possible. Embed cut faces in the wall and not left exposed at openings.
- H. Do not use chipped or broken CMU units and no scars or scratches shall appear on the finished surfaces. If any such units are discovered in the finished wall, the Owners Representative may require their immediate removal and replacement with new units at no additional cost to the Owner.
- I. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners at joints to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

3.03 CLEAN-UP

- A. Clean the site of all waste materials created from the masonry work. Remove all soil contaminated by mortar, concrete, or grout at the direction of the Owners Representative.

EXTERIOR PLASTER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

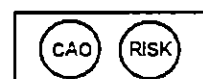
1.01 DESCRIPTION

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of exterior plaster, "three-coat" system, as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
1. Unit Masonry

1.03 STANDARDS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
14. C207 Specification for Hydrated Lime for Masonry Purposes
 15. C926 Specification for Application of Portland Cement-Based Plaster
 16. C932 Specification for Surface-Applied Bonding Compounds for Exterior Plastering
- B. International Building Code: Where referred to in these Specifications, IBC shall mean the International Building Code by the International Code Council, latest edition. Carry out all work in conformance with the IBC unless otherwise specified herein.

1.02 QUALITY ASSURANCE



- A. General: Use adequate numbers of skilled, experienced workmen who are familiar with the requirements of this section. Comply with the materials handling and workmanship provisions of the "Reference Specifications" of the California Lathing and Plastering Contractors Association".
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work.
- C. Submittals: Product data for integral color
- D. Mockups: prepare a two foot square sample of the plaster work with integral color prior to any field installation. The approved sample shall be used throughout the progress of the work as a standard of comparison to insure the uniformity in the work. Any plastering work that does not substantially match the approved sample shall promptly be removed, and replaced to the satisfaction of the Owners Representative, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plaster: ASTM C926.
- B. Bonding agents: ASTM C932.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: ASTM C926. Comply with IBC Section 2512 Exterior Plaster.
 - 1. Three-coat system consists of scratch (first) coat, brown (second) coat, finish (third) coat.
- B. Preparation of Masonry: Surfaces shall be clean, free from effervescence, sufficiently damp and rough to assure proper bond. If surface is insufficiently rough, use bonding agents or a Portland cement dash bond coat mixed in the proportions of 1 1/4 cubic feet of sand to 1 cubic foot of Portland cement shall be applied. Dash bond coat shall be left undisturbed and shall be moist-cured not less than 24 hours. When dash bond is applied, first coat of base coat plaster may be omitted. See ASTM C926 for thickness.
- B. First coat: Apply the scratch coat with sufficient materials and pressure to fill solidly all openings. Score the surface horizontally sufficiently rough to provide adequate bond to receive the second coat.
- C. Second coat: The brown coat shall be brought out to proper thickness, rodded and floated sufficiently rough to provide adequate bond for finish coat. The brown coat shall have no variation greater than 1/4 inch in any direction under a 5 foot straight edge.
 - 1. Curing and Interval: When applied directly to unit masonry surfaces, the brown coat may be applied as soon as the first coat has attained sufficient hardness.
- D. Third coat: The finish coat shall have a smooth finish/
 - 1. Proportion and mix the finish coat in an approved manner and in accordance with ASTM C926.
 - 2. Apply Portland cement and lime finish coats over base coats which have been in place for the time periods set forth in IBC Section 2512.
 - 3. Apply the finish coat with sufficient material and pressure to bond to, and to cover and conceal the brown coat.

3.02 CLEAN UP

- A. Wipe metal accessories clean after application of each coat. Protect adjacent surfaces from the accidental application of plaster. Immediately upon completion of this portion of the Work, visually inspect adjacent surfaces and remove all traces of spilled and splashed plaster.



EXTERIOR PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the painting of items as shown on the Drawings and as specified in this Section and other Sections of these Specifications. The work includes but is not limited to:
 - 1. Painting of plaster walls.
- B. Related Work:
 - 1. Exterior Plaster

1.03 SUBMITTALS

- A. Product Data: installation instructions and color chips.
- B. Samples: painted sample of each type of work. Sample shall accurately reflect final color and finish, including all primer coats.
- C. Approval: Approved samples and mock-ups shall be the basis of approval or rejection of work. Repair or replace any work not matching quality of approved samples and mock-ups to the satisfaction of the Owners Representative and at no additional cost to the Owner.

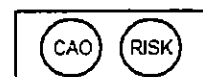
1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: All paints and coatings used shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply:
 - 1. Architectural paints and coatings – VOC limits as specified in Table-1 of the California Air Resources Board Suggested Measure for Architectural Coatings (latest edition).
 - 2. Aerosol paints and coatings – Product-weighted MIR limits as specified in the California Code of Regulations Title 17, Section 94520-94528 Aerosol Coating Products Regulation.
 - 3. Submit manufacturer's documentation indicating compliance with the relevant requirements.
- B. Standards: Master Painter's Institute applicable product standards.
- C. Work Conditions: Comply with Manufacturer's recommendations as to environmental conditions under which paints and coatings can be applied.
- D. Materials selected for each paint system shall be products of the same manufacturer, and shall be compatible with each other. Materials selected shall be products of the manufacturer's highest quality line.
 - 1. Deliver paints and stains ready mixed to Project site.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading: Deliver material in sealed containers with labels legible and intact.
- B. Storage and Protection: Follow manufacturer's recommendations.

PART 2 - PRDDUCTS



2.01 MATERIALS

- A. Paint: The term "paint" as used herein includes enamels, oil paints, acrylics, and latex. Paint shall be manufactured by one of the following:
 - 1. Kelly-Moore
 - 2. Sherwin Williams
 - 3. Dunne Edwards
 - 4. Approved Equal
- B. Color Schedule: As shown on the Drawings, or per Owner.

2.02 PAINT SYSTEMS

- A. Concrete and Cement Plaster
 - 1. Acrylic Finish: Two finish coats over a primer
 - a. Primer: Exterior concrete and masonry primer
 - b. Finish Coats: Exterior flat elastometric acrylic paint

PART 3 - EXECUTION

3.01 GENERAL

- A. Number of Coats: Where number of coats is specified, it is only as a minimum requirement. Apply additional coats, at no additional cost to Owner, if necessary to completely hide base material, produce uniform color, and provide satisfactory finish result.
- B. Systems Specifications: These specifications are a guide and are meant to establish procedure and quality. Confer with Owners Representative to determine exact finish desired.
- C. Manufacturer's Instructions: Prepare substrates, apply primers and apply the work, including components and accessories in accordance with the manufacturer's instructions, except where more stringent requirements are shown or specified.
- D. Work Conditions: Examine the areas to receive the work and remedy detrimental conditions.
 - 1. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
- E. Acceptance of Final Colors: Do not apply final coats until colors have been accepted by the Owners Representative.

3.02 SURFACE PREPARATION

- A. General: Remove scale, dirt, dust, grit, rust, wax, grease, efflorescence, loose material, and other foreign matter detrimental to proper adhesion of paint.
- B. Concrete and Cement Plaster
 - 1. General: Remove oil, grease, loose particles, bond breaker coating and other foreign materials.
 - 2. Cracks: Fill cracks and irregularities with Portland cement grout or patching mortar to provide uniform surface texture.
 - 3. Surfaces shall not be painted until they have completely cured and have a stabilized moisture content, but in no case less than 30 days from completion of surface.
 - 4. Tint primer to 1/2 formula of finish color

3.03 APPLICATION

- A. General: Apply paint per manufacturer's instructions and as specified. Thoroughly stir paint and keep at uniform consistency during application. Apply paint evenly, free from drops, ridges, waves, laps, and brush marks; finished surface uniform in sheen, color, and texture. Apply succeeding coats to unscarred and

completely integral base coats; slightly vary color of undercoats to distinguish them from preceding coat. Allow sufficient time between coats to assure proper drying.

- B. Prime Coat: Do not thin primers in excess of manufacturer's printed directions. Apply by brush, unless otherwise specified, within 8 hours after cleaning.
- C. Body and Finish Coats: Do not thin; apply by brush, roller or spray.
- D. Drying Time: Comply with Manufacturer's recommendations for drying time between succeeding coats.
- E. Ornaments: Leave clean and true to details with no undue amount of paint in corners and depressions.
- F. Edges of Paint: Where adjoining other materials or colors, make clean and sharp with no overlapping.

3.04 COMPLETION

- A. Finish work to be free from all dust, debris, or damage resulting from any activity under the painting specifications.
- B. Touch up and restore finish where damaged. Remove spilled, splashed, or spattered paint from surfaces. Do not mar surface finish of item being cleaned.
- C. Upon completion, Contractor shall remove from the site all materials and debris and leave the work in a clean and finished condition acceptable to the Owners Representative.
- D. Acceptance will be based on a final inspection of all work by the Owners Representative, made at one time.
 1. Refinish entire section of work where portion of finish is deemed not acceptable to the Owners Representative.

PRECAST CONCRETE UNIT PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Porous Concrete Pavers as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 1. Earthwork and Grading

1.03 STANDARDS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 1. C33 Specification for Concrete Aggregates
 2. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 3. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
 4. C140 Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
 5. C150 / C150M Specification for Portland Cement
 6. C260 Specification for Air-Entraining Admixtures for Concrete
 7. C936 Specification for Solid Concrete Interlocking Paving Units



8. C494/C494M Specification for Chemical Admixtures for Concrete
9. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
10. C979 Specification for Pigments for Integrally Colored Concrete
11. D448 Classification for Sizes of Aggregate for Road and Bridge Construction
12. D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
13. D1883 Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils
14. D4253 Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
15. D4254 Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
16. D2940 Specification for Graded Aggregate Material for Bases

B. Interlocking Concrete Pavement Institute (ICPI) Tech Spec No.5 – Cleaning, Sealing and Joint Sand Stabilization of Interlocking Concrete Pavement, available at www.icpi.org .

C. Sand-set Paving: install pavers in accordance with established flexible paving design procedures.

D. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.

1.04 SUBMITTALS

A. Documentation:

1. Product literature and warranty for each type of precast concrete paver. Warranty shall cover precast concrete pavers against defects in material and workmanship for a period of 5 years.

B. Samples: Samples shall be the basis of all rejection or approval of the material.

1. One full-size sample of each type of precast concrete paving unit representative of quality and tolerances.
2. Color-chip samples of each type of precast concrete paving unit representative of color ranges and textures available from the manufacturer.
3. One quart sample of bedding sand with sieve analysis.
4. One quart sample of joint sand with sieve analysis.
5. One quart sample of gravel base.

1.05 QUALITY ASSURANCE

A. Warranty: shall cover precast concrete pavers against defects in material and workmanship for a period of 5 years.

B. Source Limitations:

1. Obtain each type of paver and joint material from a single source with resources to provide materials and products of consistent quality in appearance and physical properties.

C. Physical properties:

1. Precast concrete pavers shall have a minimum compressive strength of 5,000 psi at 28 days.
2. Average Water Absorption (ASTM C 140): 5% with no unit greater than 7%.

1.06 MOCK-UPS

A. Site Reviews: Stake and lay out a minimum 3-ft x 3-ft mock-up of paver installation for review and approval by the Owners Representative. Mock-up shall include all paver types and colors / finishes specified and be a representative example of each paver pattern specified.

1. Approved mock-up(s) shall remain on site intact until final approval has been given by the Owners Representative.
2. The approved mock-up(s) shall be the basis for approval or rejection of paver installations.
3. Remove and reinstall any paver installation installed that does not conform to the approved mock-up(s) as directed by the Owners Representative, at no additional cost to the Owner.

1.07 DELIVERY, STORAGE & HANDLING

- A. Delivery & Handling: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact in each paver bundle. Unload pavers in such manner that no damage occurs to the product or existing construction.
- B. Storage & Protection Store materials such that they are kept free from mud, dirt, and other foreign materials.

PART 2 --PRODUCTS

2.01 PAVER ASSEMBLIES

- A. Paver assemblies shall consist of the following materials / products, on compacted subgrade, as specified elsewhere in this Specification Section and shown on the Drawings:
- B. Impermeable Pavers
 - 1. Aggregate base
 - 2. Sand setting bed
 - 3. Pedestrian / vehicular grade paver
 - 4. Joint Sand
 - 5. Paver Sealer
- C. Porous Pavers
 - 1. Permeable aggregate base
 - 2. Crushed stone bed
 - 3. Pedestrian vehicular grade paver
 - 4. Joint Sand

2.02 PAVER MATERIALS

- A. General:
 - 1. Portland Cement: ASTM C150, Type-III, high early strength.
 - 2. Aggregate: ASTM C33. Washed, graded sand and rock; no expanded shale or light weight aggregates.
 - 3. Color: ASTM C979. Integral color admixture by Davis Colors, or equal, as required to achieve color as selected.
- B. Finishes: Walking surfaces of precast concrete pavers shall be slip-resistant.

2.03 POROUS CONCRETE PAVERS

- A. Porous Concrete Pavers: Hydro-Flo Pavers by Pacific Interlock Pavingstone, Inc., San Jose, CA, (408)257-3645, or prior approved equal.
 - 1. Holland style 8"x4"x2 3/8" (60mm)

2.04 BASE MATERIALS – POROUS CONCRETE PAVERS

- A. Permeable Aggregate Base: Class 2 Permeable, three fourths inch (3/4") maximum, gradation in accordance with Standard Specifications 68-1.025:

Sieve Size	Percent Passing
1" (25.0 mm)	100%
3/4" (19.0 mm)	90-100%
3/8" (9.5 mm)	40-100%
#4 (4.75 mm)	25-40%
#8 (2.36 mm)	18-33%
#30 (600 um)	5-15%
#50 (300 um)	0-7%



#200 (75 um)	0-3%
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Sand Equivalent (Cal 217) 75 Min.
 Durability Index (Cal 229) 40 Min.

Class 2 Permeable Material shall be an imported material consisting of durable crushed rock or gravel and sand that is free from slaking and decomposition under the action of alternate wetting and drying.

2.05 SETTING BED & JOINT MATERIALS - POROUS CONCRETE PAVERS

A. Bedding Material: for Porous Pavers shall conform to the sieve analysis / gradation below. Clean crushed stone free of deleterious substances, with 90% fractured faces, LA Abrasion <40 per ASTM C131, washed with less than 1% passing the No 200 sieve. Minimum CBR of 80% per ASTM D 1883. Do not use rounded river gravel.

ASTM C33 Gradation (#8)	
Sieve Size	Percent Passing
1/2" (12.5mm)	100%
3/8" (9.5mm)	85-100%
#4 (4.75mm)	10-30%
#8 (2.36mm)	0-10%
#16 (1.18mm)	0-5%

B. Joint Material: for Porous Concrete Pavers shall be ASTM C33 Gradation (#89) stone or finer

2.04 OTHER MATERIALS

- A. Stain & Efflorescence Removers: As specified in ICPI Tech Spec No.5.
- B. Edge Restraint: Vinyl landscape edging, 1.75" EdgePro Paver Restraint by Dimex Inc, Marietta OH, (800) 334-3776 or approved equal.
 - 1. Edge restraint shall include heavy duty steel stakes as supplied by the manufacturer.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

- A. Sub-grade: See Specification Section Earthwork and Grading for sub-grade preparation and compaction requirements. Verify that sub-grade preparation, compacted density and elevations conform to the Specifications.
- B. Coordination: Fit paving work into other work. Scribe and cope as required for accurate fit.
- C. Weather conditions: do not install base or pavers during heavy rain.
- D. Permeable Aggregate Base: moisten and compact permeable material in 2 equal lifts. Consolidate with a vibratory smooth drum roller no less than 3 tons. Consolidate each lift with 3 passes in each direction with the vibration turned on.
- E. Edge restraints: Verify installation and elevations of edge restraints / curbs around perimeter of area to be paved. Notify Owners Representative if entire perimeter is not contained.

3.02 INSTALLATION – GENERAL

- A. Installation: Pavers shall be clean and free of foreign materials before installation.



- B. Lay paving as shown on the Drawings with setting bed and joints as shown. Follow paver manufacturer's guidelines for typical joint widths for pavers, unless otherwise noted on the Drawings.
- B. Start pavers from a corner or straight edge and proceed forward. Paving work shall be plumb, level, and true to line and grade. Install pavers to properly coincide and align with adjacent work and elevations String lines should be used to hold pattern lines true:
- C. Lay all paving to provide positive drainage without any abrupt changes in slope.
- F. Pavers are manufactured to specified tolerances. Where pavers are intended to fit within a specified paving dimension, adjust that dimension if required and where possible to fit a whole number of pavers, with joints no wider than specified by the manufacturer, maintaining any code required minimum widths, and after verifying with the Owner's Representative. Adjust the dimensions of adjacent monolithic paving or planting beds accordingly.
- G. Where fitting pavers into a specified paving dimension or shape requires the use of cut pavers, install these at the edges only. Use a double bladed breaker or masonry saw to cut pavers. Lay pavers to avoid cut pieces smaller than 1/3 the size of a paver.
- H. The final surface elevation of pavers shall not deviate more than 3/8 in. under a 10 ft long straightedge.
- I. The surface elevation of pavers shall be 1/8 to 1/4 inch above adjacent drainage inlets, concrete collars or channels.

3.03 INSTALLATION – SAND / CRUSHED-STONE SET PAVERS

- A. Install the edge restraints per manufacturer's recommendations prior to installing the setting bed.
- B. Setting bed: Thickness shall be nominal 1-inch (maximum 1-1/4-inch) and uniform to insure an even surface. Use a low-amplitude, high-frequency plate vibrator to compact the sand/crushed stone bed. Ensure that the setting bed remains undisturbed prior to setting the pavers. Maintain sand moisture content at constant level.
- C. Install paver manufacturer's recommended spacers to maintain consistent joints and to widths / tolerances recommended by the paver manufacturer. Place spacers flush with bottom edge of pavers.
- D. Set pavers at an elevation to allow for vibration compaction to final finished surface. All edges must be retained to secure the perimeter pavers and the sand-laying course.
- E. Install pavers hand-tight and level on the undisturbed setting bed.
- F. Compaction: Use a low-amplitude, high-frequency plate vibrator to compact the pavers into the setting bed. In case of sand as setting bed material, vibrate the sand into the joints between the pavers and do not use joint sand during this process.
 1. Ensure paver surface is clean prior to compaction.
 2. Protect the pavers from scratching or cracking during compaction.
 3. Smaller pavers may need to be compacted with a rubber mallet instead of a plate vibrator.
- G. Vibrate pavers prior to sweeping sand to fill joints. Upon first pass of vibrator, fill joints with sand / gravel. Vibrate pavers after filling with sand in opposite direction of first pass. Two or three passes with the compactor may be required.
 1. Sweep excess sand / gravel into the joints and/or dispose of from the surface area.
 2. Ensure all joints are full before final clean-up.

3.04 EDGE RESTRAINT

- A. General: Alignment and grade of edge restraints shall be staked and limited to accurately reflect the plan layout prior to commencing work. After approval by the Owners Representative, edge restraints shall be assembled to form well-crafted and securely constructed lines.

1. Use single lengths per side, cut pieces will not be permitted. Butt joints may be used only when the length of a continuous run exceeds the standard stock length of the edge restraint product.
2. Butt joints shall be staked on either side close to the joint.
3. Install where pavers are adjacent to planting areas.

B. Backfill all edge restraints prior to paving operations. Protect and repair all damaged edge restraints prior to final acceptance.

3.05 CLEANING

A. Clean exposed surfaces of precast concrete paving units. Use cleaning products and method as specified in ICPI Tech Spec No.5. Wash down and clean the completed paver installation to provide a clean finished surface.

3.06 CLEAN-UP

A. After completion of all operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement, leaving the entire area in a neat, orderly condition.

B. Remove and replace all planting soil contaminated by mortar, concrete, or grout with top soil to the approval of the Owners Representative.

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

Related work includes but is not limited to:

1. Site Concrete

STANDARDS

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

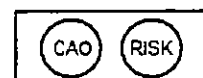
Finish / color: Cedar color

Distributor/Contact: Ross Recreation (855) 892-3240

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.

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.

SYNTHETIC TURF SYSTEM

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

The work under this section includes, but is not limited to, the installation of the new synthetic turf system, infill materials, in-laid markings, perimeter termination, warranty, and maintenance equipment.

Related work includes but is not limited to:

Porous Synthetic Turf Base
Geotextile Fabric
Performance Pad

SUBMITTALS

Installation Qualifications: The synthetic turf sub/contractor shall demonstrate experience on at least five (5) installations of the proposed material in the last year. The synthetic turf manufacturer shall certify the designated supervisory personnel on the project. A letter on the manufacturer's letterhead shall be submitted affirming the sub/contractor as competent in the installation of the material, including seaming methods, in-laid markings, termination and proper installation of the product.

Synthetic Turf and Infill: The Contractor shall submit two (2) 12"x12" samples of un-filled synthetic turf proposed for this contract for approval of all colors, seaming materials, and layout of the system. The Contractor shall also submit an infill sample (approximately 1 quart bag size). The samples shall be reviewed as the product intended for use on the field. Along with the samples, product data shall be supplied, including turf and infill product data, infill source, turf layout shop drawings with field markings and any colors, logos, and lettering, and provide the infill sieve analysis.

Warranty: The Contractor shall submit a manufacturer's warranty listing an eight (8) year guarantee for all labor, materials, workmanship, and services for the synthetic turf system, as specified herein.

Testing and Quality Control: Submit a copy of the results certified by an independent testing laboratory for the following tests performed on the synthetic turf system:

Yarn Denier	ASTM D-1577
Yarn Breaking Strength	ASTM D-2256
Yarn Melting Point	ASTM D-789
Pile Height	ASTM D-418
Pile Weight	ASTM D-418
Total Weight	ASTM D-418
Backing Perforations	ASTM D-418
Tuft Bind (without infill)	ASTM D-1335
Tuft Bind (with infill)	ASTM D-1335
Grab Tear Strength	ASTM D-1682
Impact Attenuation	ASTM D-355
Pill Burn Test	ASTM D-2859
Specific Gravity	ASTM D-792
Lisport	Wear test

Maintenance and Operating Data: Submit a copy of maintenance and operating data for the synthetic turf system. Provide descriptions of all equipment recommended for the maintenance, repair, and citing activities not recommended relative to the warranty. Include maintenance recommendations for, coverings for special events, small repair procedures, minor seam repair, discussion of the precautions to be practiced, general maintenance, and uses to avoid to protect the turf system.

Site Acceptance: As a part of this contract, this contractor shall be responsible to oversee the installation of the base and drainage and to comment on any problems or conflicts that may be discovered. Upon completion of the base work, submit a letter confirming the site inspection has been performed, noting any discrepancies, problems and/or conflicts. A summary of certification of the acceptance of the base planarity shall be submitted. Continuing with the installation of the synthetic turf (without submittal of a written acceptance by the synthetic turf Contractor) over the base shall be considered as an approval of the base by the synthetic turf Contractor.

STANDARD SPECIFICATIONS FOR LAYOUT AND RULES

All markings shall be performed using selected colors of turf materials.

DELIVERY, STORAGE AND HANDLING

Packing and Shipping: Deliver products in original unopened packaging with legible manufacturers' identification. All materials shall be stored in a dry place out of the direct sunlight.

Bulk Materials: Deliver materials in clean, washed and covered trucks to eliminate contamination during transportation. On site stockpiling locations to be coordinated with the Owner. Stockpile only in areas free of debris and away from drainage routes. Cover all materials with plastic or geotextile if materials are to be stockpiled more than 48 hours.

Prior to the installation of any materials and immediately upon delivery of the synthetic turf system and components to the project site, the Contractor shall inspect/verify the following:

1. Damaged or defective items.
2. Appropriate turf pile height and roll lengths.
3. Uniformity of perforations.
4. Arrival of adhesives in sealed, dry containers.
5. Arrival of infill with a dry, loose condition, and contained in large sacks or bags without tears.

FIELD SYSTEM HOLD HARMLESS

The contractor shall hold the Owner, Project Manager, and Field Consultant harmless from infringement of any current or future patent issued for the synthetic turf system, fibers, backings, including performance pad (as required), installation methods and vertical draining characteristics. The successful Proposer will be required to submit a letter for consent from their surety. Surety will indemnify the requirements.

FIELD DIMENSIONS AND LAYOUT

The Contractor will be responsible for furnishing, setting and marking all lines, seams and markings for the field. The Contractor shall at all times maintain all necessary benchmarks and control points to locate all events and markings.

WARRANTY OF SYNTHETIC TURF SYSTEM

General:

1. The Contractor shall be required to issue a non-prorated guarantee for 100% of all labor, materials, workmanship, and services for the synthetic turf and markings for a period of eight (8) years, specified from a date of written acceptance of the work. This warranty will not be subject to pro-rating of the synthetic turf for any failure due to installation or materials. The turf surface wear will be determined by an independent consultant acceptable to all parties.
 - a. The Owner will notify the contractor in writing of any issues that require remedial work on the field area.
 - b. The Contractor shall respond to the notification within 48 hours of receipt and schedule any major defect or repair within 72 hours or as weather permits.
 - c. The warranty requires that the contractor shall be required to perform all required repairs in a permanent and suitable manner as deemed necessary to maintain a safe playing condition at all times.
 - d. The warranty requires that in case of any major repair or replacement, the contractor is to schedule such work as to not interfere with the Owner's primary use or schedule.
 - e. Any replacement or repair area shall match (as close as possible) the appearance of the existing turf.
 - f. Failure to service the requirements of this warranty will be charge to the contractor.
 - g. Any defect caused by delamination, peeling, normal abrasion or raveling that is not in original conformance with the testing specifications shall be repaired or replaced at no cost to the Owner during this guarantee period.
2. In addition to the Contractor's warranty, the contractor shall be required to submit the following documents in regard to the guarantee:
 - a. Provide an EIGHT (8) year warranty for the turf product from the manufacturer for all work performed under this contract.
 - b. Provide an EIGHT (8) year warranty for the fibers from the fiber manufacturer for all work performed under this contract.
 - c. Provide an EIGHT (8) year surfacing manufacturer and installer written guarantee for the synthetic turf.
 - d. Documents shall be submitted to the Owner prior to final payment.
3. The Contractor will be responsible for all tests that fail the specification. The Owner reserves the right to submit the surface to the above tests at any time during the length of the guarantee. Consideration will be given to the time and use of the surface.
4. This warranty does not cover excessive wear of the surface caused by misuse. The Owner will be given an instructions and caretaking procedures before final acceptance. This is to follow the maintenance guidelines as specified by the surfacing manufacturer.
5. The Warranty/Guarantee shall cover, in general, the usability of the turf system (and pad as required); accessories use characteristics and suitability of the installation. All items covered by the warranty are to be replaced or repaired with new materials, including installation at the sole expense of the warranting contractor for a period of eight (8) years to the Owner from the date of substantial completion. The field materials shall be guaranteed for the designated uses as follows:
 - a. Marching Band
 - b. Football
 - c. Soccer
 - d. Physical Trustees exercises
 - e. Physical Trustees activities
 - f. Lacrosse
 - g. Field Hockey
 - h. Rugby

- i. Pneumatic rubber tired maintenance and service equipment
 - j. Pedestrian traffic and other similar uses
6. A principal of the applicable firm, duly authorized to make contracts, shall sign the turf contractor warranty. The term "contractor" contained herein means the firm furnishing the warranty. "Owner" is _____ . If the turf manufacturer of the synthetic turf system is not the same entity as the contractor, the warranty shall be co-signed by the manufacturer and the installation contractor.

Form of Warranty of the Synthetic Turf System

1. Contractor hereby warrants to the Owner, subject to the limitations and conditions set forth below, that its synthetic turf system consisting of the synthetic turf described as _____, the shock-absorbing under-pad (if necessary) described as _____, and the adhesives used in the installation, are free from defects in material and workmanship and shall, for a period of eight (8) years from the date of acceptance by the Owner, remain serviceable for the activities as listed above.
2. Contractor warrants to the Owner that its synthetic turf materials shall not fade, fail, shrink, wrinkle or reflect excessive wear. Contractor shall, at their sole expense and cost, replace such areas of the synthetic turf system not performing to these standards for the life of the warranty.
3. Definitions:
 - a. The term "not fade" in the context of this warranty shall mean that the synthetic turf material remain a uniform shade of green or the other colors installed with no significant loss of color as defined by not greater than 20% loss or shade reduction.
 - b. The term "not fail" or "excessive wear" as used in the context of this warranty shall mean that the length and weight of the face yarn or pile material in the synthetic turf surface shall not have been decreased by more than 8% per year according to ASTM D418, nor exceed 20% during the warranty period. In the event that the synthetic turf materials do not retain its fiber height or shock absorbency and is consequently no longer serviceable during the warranty period, the Contractor shall, at their sole expense, replace such portions of the system that are no longer serviceable.
 - c. The term "serviceable" in the context of this warranty shall mean that the synthetic turf material shall have a maximum "G" force value according to Procedure A, B, or C of ASTM D355, not exceed 110 G's at any location upon installation and shall not exceed 140 G's thereafter throughout the life of the warranty period. This shall be determined by conducting dynamic cushioning tests at the six field locations as required per ASTM D355 procedures. "G" force factor values to be determined at 70 degrees F. Any increase from 110 G's to allowable 140 G's maximum shall be at a relatively uniform rate not to exceed 10 G's in any single year.
4. Where applicable, the fabric shall adhere firmly and completely to the under pad or seaming tape over the entire warranty period.
5. Contractor warrants to the Owner that the permeable synthetic turf system shall drain vertically a minimum of 14 inches precipitation per hour for a maximum of 24 hours continuously, without visible surface ponding.
6. Contractor shall replace with new materials, at their sole expense, any damage to the synthetic turf system, which extends more than one meter beyond the location of foreign combustibles, which may ignite, and fire-damage the synthetic turf system. The Contractor shall not be held responsible for any incidental or consequential damages. These warranties and the Contractor's obligations here-under are expressly conditioned upon:
 - a. The Owner making all minor repairs to the synthetic turf system upon the discovery of the need for such repairs.
 - b. The Owner maintaining and properly caring for the synthetic turf system in accordance with the Contractor's maintenance manual and instructions.
 - c. The Owner complying with the dynamic and static load specifications established by the Contractor.
7. The warranty is not to cover any defect, failure, damage or undue wear in or to the synthetic turf system caused by or connected with abuse, neglect, deliberate acts, acts of God, casualty, static or dynamic loads exceeding Contractor's recommendations.
8. Contractor shall examine the synthetic turf system at least once per year or in regards to any claim that the Owner makes to be present at any time, to analyze the results of all tests conducted by the Owner or others, and to conduct such tests of their own. Contractor shall not be responsible for any costs or expenses incurred by the Owner or others with respect to such tests, except the Contractor shall pay for costs of all tests and analysis conducted or directed by their representative. The annual testing will be at the expense of the Contractor and the results delivered to the Owner within 60 days of the testing.
9. In the event the Contractor does not respond to the Owner's written notice within 10 days of receipt of the notice or does not submit, schedule and execute corrective work within 60 days (weather permitting), the Owner has the option of having the work performed at the expense of the Contractor.
10. The Contractor will be given 7 days' notice in the form of a certified letter notifying the Contractor of the end of the 60 day scheduling period.

11. Sample form of warranty herein set forth is a suggested for use for the work under this section. Manufacturers' standard form of warranty may be used provided conditions specified herein are incorporated. All claims by the Owner under this warranty must be made in writing to the Contractor's address within 30 days after the Owner learns of the defect, giving rise to the claim. This warranty shall constitute a contract made in the State of California and shall be governed by the laws of that State.

SYNTHETIC TURF

The synthetic turf system shall be a vertically draining, permeable system consisting of a grass-like pile that shall be tufted into a double layer synthetic backing. The final coating shall be a polyurethane based material.

The suppliers listed are capable vendors for the specified material. This specification will supersede any references to the vendors' specifications or product literature. The specification is meant to identify the quality and quantity of the specific components and performance results. Any material exceeding the specifications shall be considered as an equal. Any material with variations from the specifications shall be approved by the Owner prior to acceptance under this specification and contract.

The Synthetic Turf Producers:

1. ACT Global, Austin, TX
2. Astroturf, Dalton, GA
3. Equal Producers, only approved by the Owner.

The entire system shall be resistant to weather, insects, rot, mildew, fungus growth and be non-allergenic and non-toxic. The entire system shall be constructed to maximize dimensional stability, to resist damage and normal wear and tear from its designated uses and to minimize the ultra-violet degradation.

Include all labor, materials, equipment, transportation and services to install the complete, all-weather synthetic turf system.

DYNAMIC CUSHIONING REQUIREMENTS OF THE SYNTHETIC TURF SYSTEM

See paragraph 1.08 B, C, 3.

PERMEABILITY REQUIREMENTS OF THE SYNTHETIC TURF SYSTEM

The combined turf, infill system and pad shall drain vertically at a minimum of 14 inches of precipitation per hour for 24 hours continuously, without visible surface ponding.

SYNTHETIC TURF PILE SURFACE

The pile surface shall provide good traction in all types of weather with the use of conventional "sneaker type shoes" and composition, molded sole athletic shoes. The pile surface shall be suitable for both temporary and permanent line. Markings and permanent markings using a rubber base paint where applicable.

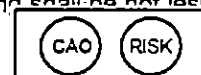
SYNTHETIC TURF SYSTEM MATERIAL COMPONENTS

Pile fibers shall resemble freshly grown, natural grass in appearance, texture and color (except for the color turf for markings).

Fibers shall be a combination of taller parallel slit film fibers with shorter nylon monofilament fibers as a thatch zone. All material shall be constructed using the C-8 resin technology. Polyethylene may be substituted for nylon. See paragraph 2.06.

The fibers are tufted through a two layer (one woven and one non-woven) synthetic backing material. The primary backing layer shall be CRB polyester or polypropylene 18/13 Pic. Mattex Fabrics or equal. Action backs are not allowed.

The final coating, or secondary backing, shall be a moisture cured polyurethane. This backing shall be not less than



20 ounces. Latex backing material is not acceptable. The secondary backing, or polyurethane coating, shall be uniform and monolithic when cured.

If sewn, all turf seams shall be constructed of reinforced backing material or sewn with high strength polyester fiber cord. Sewn seams shall be a "double loop stitch" (bagger seams are not acceptable) type seam. Seams shall lay flat after infill.

All glued seams shall have a 12" wide seaming tape of nylon or Mylar, fully coated with adhesive. All seams shall not have any adhesive applied to any exposed fibers. All graphics or markings can be in-laid or cut-in.

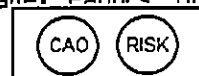
All turf shall be perforated for drainage after the final backing coating. The perforations shall be not less than 1/4" in diameter and have a uniform spacing of not more than 4" on center. Perforations shall be complete and full diameter for a minimum of 95% of the each roll.

On-site perforations are to be inspected prior to installation of the product.

The turf shall be constructed and installed in minimum widths of 15 feet with no longitudinal or transverse seams, except for inlaid lines with a finished roll assembly. The seams shall be 15'-0" apart and shall have the white 5-yard line tufted into each panel for the full width of the field (for football fields only). Rolls that do not comply with the proper length or conform to the seaming diagram as submitted prior to the installation, shall be rejected from the site. No fitted pieces will be allowed to true alignment.

TURF PERFORMANCE AND TEST REQUIREMENTS

1.	Melting Point	ASTM D789	135 degrees C.
2.	Specific Gravity	ASTM D792	.950 to .960
3.	Breaking Strength	ASTM D5034	Length 283 lbs./ft. Width 208 lbs. /ft.
4.	Coefficient of Friction	ASTM D5034	Dry 1.15 Wet 1.00
5.	Pill Burn Test	ASTM D2859	8 Passed/0 Failed
6.	Tuft Bind (without infill)	ASTM D1335	8 lbs./sq.ft.
	Tuft Bind (with infill)	ASTM D1335	22 lbs./sq.ft.
7.	Pile Height	ASTM D418	1 1/2" minimum, finished
8.	Fiber Face Weight	ASTM D418	80 oz./sq. yard total 86 oz./sq. yard total with polyethylene thatch
9.	Fiber Construction	ASTM D418	Fibers shall be an alternating row combination of 58 oz. parallel slit film (1.5mm pattern) with 22oz. (28 oz of polyethylene) nylon HD monofilament as a thatch zone. Total fiber weight shall be not less than 80-86 ounces per square yard.
10.	Gauge Width	ASTM D418	3/16"
11.	Fiber Denier	ASTM D418	Slit film: 8,000 Denier Nylon Thatch: 7,000 Denier per strand, 30% texturized Polyethylene thatch: 1200 denier per strand
12.	Fiber Thickness	ASTM D418	Slit film: 100 microns Monofilament 230 microns Nylon thatch: 90 microns Polyethylene: 280 microns (average) (minimum thickness before the oven)
13.	Fibers (Yarn):		
	a.	TTC/TenCate	
	b.	Bonar Ultra HD: Color shall be Sport Green	
	c.	Dr. Karl Wetekam & Co., Narnberger Strate 30-32, Melsungen, Hessen 34212, Germany, Phone: 0049-5661-73770	
	d.	Desso	
	e.	Radici Group, Italy	
14.	Secondary Backing	ASTM D418	20 oz. Non-filled Polyurethane (CLEAR)
15.	Primary Backing		CRB Polyester/Polypropylene/Mattex Fabrics or



16. Lisport Testing equal
100,000 hours

LINES AND MARKINGS

All lines and markings shall be installed as shown on the Drawings.

ADHESIVE MATERIAL

Adhesive material to adhere the synthetic turf shall be:

1. 34-G adhesive as manufactured by Synthetic Surfaces, Inc. of Scotch Plains, NJ.
2. StaBond (one part adhesive), By StaBond adhesive, Gardena, CA.
3. Mapai Ultrabond PU 1K(single component), Mapai, Deerfield Beach, FL.
4. The adhesive shall be applied at the rate not to exceed 60 square feet per gallon.
5. Hot melt glue method using National Adhesives (281) 731-8949 Product #34-5637.

The adhesive shall have the same warranty period as the synthetic turf system. All adhesives used in bonding the system together shall be resistant to moisture, bacterial and fungus attacks, and resistant to ultra-violet rays at any location upon installation.

INFILL

Infill shall be 97% pure natural Zeolite, as supplied by KMI Zeolite Inc. (855-823-3777, www.kmizeolite.com). Product lead time is 30 days minimum.

Properties: Mesh size 12-20

1.	General Chemical Formula	Na ₆ [Al ₆ Si ₃₀ O ₇₂]24H ₂ O
2.	Clinoptilolite Content	97%+
3.	Cation Exchange Capacity (CEC)	1.6 – 2.0 meg/g
4.	Form	Granules
5.	Shape	Angular
6.	Color	Gray – green
7.	Pore Diameter	4.0 – 7.0 angstroms
8.	Specific Gravity	1.89
9.	Bulk Density	50 - 65 lbs/ft ³
10.	pH (natural)	7.0
11.	Alkali Stability	pH of 7 – 10
12.	Acid Stability	pH of 3 – 7
13.	Hardness	4.2 - 4.5 Mohs
14.	Swelling Index	Nil

OWNER TESTING

The Owner reserves the right to submit any material, either before or after installation to any testing it deems necessary to satisfy the conditions of this contract.

Any material tested and found not in compliance with the contract will be rejected and replaced with material conforming to the specifications. This will be done at the sole expense of the contractor.

Any testing performed by the Owner will be at the Owner's expense. The contractor is responsible for the cost of all testing that fails.

TURF INSTALLATION

Perform all work in strict accordance to the drawings, shop drawings and manufacturer's specifications and instructions.

Verification: The Contractor is responsible for the inspecting, verifying and completing all installed work of this



section.

Weather Permitted Conditions: The Contractor shall not perform any work if any of the following conditions exist;

1. Ambient air temperatures are below 45 degrees F.
2. Material temperature falls below 45 degrees F.
3. Rain is forecast or falling
4. Conditions exist or are pending that will be unsuitable to the installation of the system.

Seams:

1. All panel seams shall be securely sewn using a double stitch bagger seam and/or glued to a backing material of nylon or mylar.
2. All panel seams spacing are to be held to a minimum of 15 feet unless prior approval of seaming diagram indicates a lesser panel.
3. All inlaid areas shall have full fastenings and no loose areas. At no time can pulling on the section separate the material.
4. All seams and inlaid areas shall be brushed thoroughly before infill materials are installed.

Turf Edges and Termination: All edges and ends of the turf shall be secured to the perimeter nailer. This termination shall be as detailed in the drawings and specifications. The turf shall be attached directly to the nailer utilizing galvanized fabric studs, placed at 8" intervals. The contractor shall submit a shop drawing of this termination detail prior to any work on the site.

LINES, MARKINGS AND IN-LAID TURF

See drawings for locations, widths, and colors of lines, in-laid turf, and (if applicable) logos.

GROOMING

After installation of the turf, all the lines, and perimeter termination, the Contractor shall groom the entire surface, slowly and deliberately. The speed of the grooming operation shall be no more than 2 miles an hour, to properly blossom the turf fibers and remove any wrinkles. Grooming shall be done with a minimum of 5 passes, prior to infill installation.

INFILL INSTALLATION

No infill materials shall be installed until the turf system is fully installed with all lines and markings, and groomed as stated above.

The finished infill installation shall consist of not less than 1.75 pounds total per square foot of Zeolite. 1.5 pounds initially, 0.25 pounds later, per paragraph 3.5 G. Zeolite must be approved by the Owner prior to installation.

The Zeolite infill material shall be watered down (while still in bags) one hour prior to installation. Provide water to full immersion until water drains from the bottom of the bags.

The infill materials shall be installed in layers not to exceed 0.3 pound per square foot, per layer. Use a SMG Sport Champ or SMG TCM 1400 groomer to work infill into turf, using multiple passes. Set brushes to top of fibers, vibrating only is required to settle infill.

The turf shall remain free draining at all times: before, during, and after the infill materials are installed.

After the infill installation, the field shall be groomed at a minimum of 4 passes; including down the length, across the width, and 2 diagonal passes at 45 degrees to the field. The field shall also be power washed, at 1200 psi with a 12" fan spray nozzle. The nozzle shall be no more than 18" above the turf, and the washing shall cover the turf at a rate of 600 sf per minute.

This contractor shall be required to return to the site after not less than 60 days to inspect and add infill materials as needed.

SURPLUS MATERIALS

Supply the additional following materials upon completion of installation:

1. Remnant turf material as accepted by the Owner.
2. Twenty linear feet of primary line color in 4-inch width.

TRAINING

Provide one four-hour onsite training session for the Owner's maintenance staff for proper use of new or existing field maintenance equipment and proper long-term maintenance of synthetic turf system for warranty compliance. Training session shall be coordinated through the Owner. Installer shall provide a small field utility vehicle suitable for towing maintenance equipment to demonstrate how equipment works for training session.

FINAL INSPECTION, SITE PROTECTION, AND GENERAL CLEANUP

Final inspection: Once installation is complete, the entire surface shall be inspected, with particular attention to seams and edge attachments, by the Contractor, Project Inspector, Owner and Architect. Corrections shall be noted and rectified prior to Substantial Completion. Lines shall be checked for straightness, correctness and installation. Each sport lines and correct dimensions shall be verified. Entire area shall be checked for wrinkles, evenness of field infill and planarity deficiencies.

The Contractor shall take special care to protect all field and stadium structures and utilities

The site shall be kept clean and free of debris throughout the installation. Empty barrels, sacks, bags, and remnant materials shall be appropriately and legally stored or disposed of daily. Usable remnant materials of turf shall become property of the Owner. Store as directed by the Owner.

After completion of the entire project, all debris remaining that is not a part of the final project shall be removed from the site.

POROUS SYNTHETIC TURF BASE

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: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of a stable, compacted, permeable aggregate base layer, as shown on the Drawings.

Related Work:

1. Earthwork and Grading
2. Field Drainage Facilities
3. Synthetic Turf System
4. Geotextile Fabric

STANDARDS

Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation (CALTRANS) Standard Specifications, latest active edition, referred to herein as Standard Specifications, as they reasonably apply to this work, except for measurement and payment requirements.

DEFINITIONS

Relative compaction or compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM Test D1557 latest edition, expressed as a percentage.

SUBMITTALS

Contractor shall submit sieve analyses of the rock courses specified to verify conformance to these specifications. Submittals shall include permeability testing as specified below, at compaction percentages specified, and shall verify rock materials to be crushed.

QUALITY ASSURANCE

Testing:

1. The permeability of the aggregate shall be checked by a registered Geotechnical Engineer from a sampling of the aggregate sieve prior to shipping the rock to the site. In addition, testing shall occur during installation at 800 ton increments of shipping for sieve conformance. Results shall be submitted prior to completion of the stone base installation.
 - a. The rock shall have a permeable rate no less than 14" per hour and shall be per Din 8035 Part 7, ASTM 2434 (constant head), or ASTM D3385 (double-ring) testing methods.
 - b. In addition to the lab testing, after installation of any aggregate base cross-section, designed to conduct rainfall from the synthetic turf to the sub-soils and/or under-drain system, the finished aggregate base shall be tested, *in situ* for infiltration rate, using a double-ring infiltrometer (ASTM D-3385-94). The test shall be performed by a registered Geotechnical Engineer or certified agronomist, in at least 3 critical areas of the field as determined by the Owner's representative.
 - c. The infiltration rate of all locations shall not be less than 14" per hour.
2. The Contractor is responsible to meet this performance specification, before proceeding with installation of the synthetic turf, and shall bear the cost of the on-site testing and the cost of any additional work necessary to achieve compliance with the specification.
3. All test results shall be logged and documented by the Owner's Technical Representative or Geotechnical Engineer. If at any time the processed stone base does not meet specifications, it shall be the Contractor's responsibility to restore, at his expense, the processed stone base to the required grade, cross-section and density.
4. After the contractor has independently confirmed compliance with all the above tolerances (planarity and elevation verified by a licensed surveyor and compaction, gradation, & permeability verified by Geotechnical Engineer, he shall notify the appropriate party and schedule a final inspection for approval. The contractor shall make available an orbital laser system to the Inspection Team for the inspection process.
5. Soft rock materials (i.e. sandstone, limestone and shale materials) are not suitable. Rock supplier shall certify that all supplied rock will be clean of this type of rock. All types of rock shall meet the following stability requirements.

TEST METHOD	CRITERIA
LA Abrasion (Calif. Test 211)	Not to exceed 40
Durability Index (Calif. Test 229)	Not less than 40

In addition, if rock stability to water and vehicles is in question, Owner has the right to perform additional testing to ensure material shall adhere to requirements of Caltrans Section 68, as well as additional applicable ASTM tests.

6. All testing fees shall be paid for by the Contractor.

Standard Specifications: Shall mean the California Department of Transportation Standard Specifications, latest active edition.

PERMEABLE STONE

Permeable Stone: Stone base materials shall be washed, 100% fractured, by mechanical means, with elongated characters on each individual particle larger than 1/4". Materials shall be devoid of mineral fines. All particles smaller than 1/4" shall be produced by manufactured means only. Rounded sands or aggregates are prohibited.

Delivery Moisture Content: Processed stone shall contain 90% to 110% of the optimum moisture content to ensure that fines do not migrate in transit or during placement and to facilitate proper compaction. The contractor shall ensure that aggregate leaving the source plant meet this requirement. The contractor is required to apply water to the processed stone on site to attain and maintain this minimum moisture content.

1. Stone base materials shall not be allowed to be stockpiled on site, except for that which is end dumped on field surface to be immediately spread into place. See paragraph 3.04 B, this section.

Aggregate or aggregate blends of permeable stone shall conform to the following gradation:

SIEVE	Sieve Sizes Metric (mm)	Percent Passing by Weight* Intended Result	Range
1"	25.0	100	100
3/4"	19.0	100	90-100
3/8"	9.52	78	40-100
No. 4	4.75	36	25-40
No. 8	2.36	26	18-33
No. 30	0.600	11	5-15
No. 50	0.300	6	2-10
No. 200	0.075	2	0-5
Durability Index (CTM# 229)	40 min		
Sand Equivalent (CTM# 217)	70		
LA Rattler (CTM# 211)		500 Revs, less than or = 40%	

* AASHTO Test Method T-27

Collector Trench Drain Rock: Shall be as specified in Section 334116 Drainage Facilities.

OTHER MATERIALS

Geotextile Fabric: Shall be as specified in Section 320519 Geotextile Fabric.

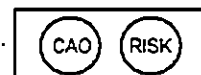
Leveling Material: Limestone shall not be acceptable. Rock shall conform the following sieve:

Sieve Size	Percent Passing
3/8 inch	90-100%
No. 4	75-100%
No. 8	40-75%
No. 16	15-40%
No. 30	10-25%
No. 50	2-12%
No. 100	0-8%
No. 200	0-5%
Sand Equivalent:	72+
Durability:	60+

LA Rattler (CTM# 211) 100 Revs, less than or = 9%
500 Revs, less than or = 30%

SITE EVALUATION

Contractor to verify that cleaning operations of organic material were sufficient to prepare for sub-grade preparation.



EXCAVATION

A single benchmark shall be established prior to any excavation and maintained by a licensed surveyor of record during the entire construction process. The site shall be excavated to sub-grade depth as indicated on the Drawings and specified in Section 312213, Earthwork and Grading.

In the event of over-excavation, select-fill material shall be used to achieve design sub-grade elevations. Select materials shall be as specified in Section 312213, Earthwork and Grading.

Proof roll and mark "soft spots" for additional compaction or correction. Use static tandem drum-type roller of not less than five (5) tons weight. Proof rolling operations shall be performed in the presence of the Architect.

SUB-GRADE

Verification: Verify sub-grade elevations of the finished sub-grade. The elevations shall conform to the elevations shown on Drawings.

Work Conditions: Prior to synthetic turf base construction, the sub-grade surface shall be uniform and free of rocks, depressions, voids, and irregularities.

Install geotextile fabric as specified in Section 320519 Geotextile Fabric, and as shown on the drawings.

PERMEABLE AND LEVELING STONE INSTALLATION

General: Install the permeable stone base over the entire sub-base, to a compacted thickness as shown on the Drawings. Care shall be taken to maintain the grade designed for the sub-base.

Handling and Placement:

1. Prior to aggregate placement, remove any excess or contaminated backfill from the drainage trenches.
2. Should any separation of the materials occur, during any stage of the spreading the Contractor shall immediately remove and dispose of segregated material and correct or change handling procedures to prevent any further separation. Double handling of materials shall not be allowed.
3. The Contractor shall utilize laser control equipment for the grading of the processed stone to ensure accuracy in the grade tolerances of +0" to -1/4".
4. Install processed stone base, from sideline toward center-line, to the lines and grades shown on the drawings. Under no circumstance shall the material be pushed more than 30' from the point of discharge.
5. The Contractor shall shape the complete surface of the processed stone and continue until the deviation from the required elevation does not exceed a maximum deviation from grade of +0" to -1/4" in ten feet (10'), when measured in any direction using a 10' straight-edge.
6. Each layer shall be spread uniformly with equipment that will not cause perceptible separation in gradation (segregation of the aggregates), preferably a self-propelled paving machine or small laser controlled low ground pressure (LPG) dozer.
7. Where permeable stone is installed, the Contractor may elect to use the leveling material to fill in low spots to achieve planarity. It is not intended as an entire field covering at any specific depth.

Compaction and Planarity:

1. The processed stone shall be compacted to a minimum/maximum density of 85%-90% as determined by ASTM D1557.
2. Proof-roll wherever possible and mark "soft spots" for additional compaction or correction. Use static tandem drum-type roller of not less than five (5) tons weight. Proof rolling operations shall be performed in the presence of the Architect.
3. The finished surface shall not deviate (tolerance-to-grade) from designated compacted grade. This means that the surface shall not deviate more than 1/4" in 10' (any direction) when placed under a 10 foot straight edge. This tolerance is required over the entire field.

Deviations: Areas that deviate shall be marked with spray paint and corrected with the leveling material and rolled tight to achieve proper density. Such remedial actions shall be done by hand and rechecked by means of test procedures described above.

GEOTEXTILE FABRIC

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: Work in this section includes, but is not limited to, providing labor, material, and equipment necessary to install the geotextile fabric as shown on the Drawings.

Related Work:

1. Field Drainage Facilities

SUBMITTALS

Submit a sample and product/test data of the proposed geotextile fabric prior to installation of the product.

STORAGE

The geotextile fabric shall be furnished in a protective wrapping which will protect the fabric from ultraviolet radiation and abrasion.

MATERIALS

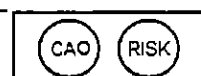
The geotextile shall be:

5. Mirafi 140N, by Tencate.
6. DuPont SF 32
7. RG45N by Reed and Graham Inc.
8. Or approved equal.

Other geotextiles may be submitted by a Contractor for approval. The submittal must include a sample of the proposed geotextile measuring no less than 1 square foot in area and the manufacturer's certification that the proposed geotextile meets or exceeds all requirements specified herein. All submissions must be made no later than 10 working days prior to the bid date. Geotextiles submitted after this deadline will not be accepted. Equivalency will be determined on the basis of the following:

1. The geotextile shall be of a 4 - 6 oz. non-woven, mechanically bonded construction and consist of long-chain polymeric fibers composed of polypropylene or polyester. The fibers shall be oriented into a multi-directional stable network.
2. The geotextile shall be free of any chemical treatment or coating which reduces permeability and shall be inert to chemicals commonly found in soil.
3. The geotextile shall conform to the Required Values* for mechanical and hydraulic properties listed below:

Property	Required Value*	Test Method
Tensile Strength	110-120 lbs.	ASTM D-4632
Tensile Elongation	50%	ASTM D-4632
Trapezoidal Tear Strength	40-50 lbs.	ASTM D-4533
Puncture Strength	300 lbs.	ASTM D-6241
Apparent Opening Size	<=0.210 mm	ASTM D-4751
Flow Rate	95-135 gal/min/ft ²	ASTM D-4491



The material shall be supplied in 12' minimum wide rolls.

INSTALLATION

Trenches: The geotextile shall be installed on all sides and bottom of all drainage trenches as shown in the Drawings.

1. The Contractor may, at his own discretion and at no extra charge, cover the surface drain rock with geotextile fabric, during sub-base preparation and adjacent earth and foundation work, to prevent contamination of the drain rock with earth and other materials. Contaminated drain rock will be entirely rejected. The geotextile over the drainage trench shall be removed prior to installation of synthetic turf and any associated drainage mats or porous rock base.

The material shall be overlapped at all edges and head seams by 12" minimum.

Repair: Should the geotextile be damaged during construction, the torn or punctured section shall be repaired by placing a piece of fabric that is sufficiently large to cover the damaged area plus two feet of adjacent undamaged geotextile in all directions.

PERFORMANCE PAD

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: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of the performance pad (referred to herein as the pad). Install the pad over entire stone base, terminating at the perimeter of the synthetic turf field.

Related Work

1. Porous Synthetic Turf Base
2. Synthetic Turf System

DEFINITIONS

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

QUALITY ASSURANCE

Prospective bidders and/or installers of the performance pad shall be required to comply with the following:

1. The Contractor shall provide competent workmen skilled in pad installation. Sub-contract supervisory installation personnel are permitted as approved by the Architect.
2. The designated supervisory personnel on the project shall be certified by the manufacturers of the products as competent in the installation of these materials.
3. The manufacturers shall have these representatives on site to certify that the installation meets their specifications and standards.

SUBMITTALS

The successful bidder must submit to the owner's representative, for the owner's approval, the following items before the contract can be awarded.

1. Prior to the installation, the Contractor shall submit product data and a sample of all components of the pad system.
2. The Contractor shall provide, with the bid, a list of prior synthetic turf installations of similar types with pad, providing specific contacts and phone numbers.

PERFORMANCE PAD

Acceptable manufacturers / systems, or approved equal:

1. Brock SP20 as available from Brock International, Boulder, CO www.brockusa.com (877) 276-2587.
2. ProPlay Sport20 pad, available from SportsEdge, 259 Murdock Road, Troutman NC, 28166. Contact Greg Norfleet (925) 250-9565.

JOB CONDITIONS

Sub-grade shall be completed as specified in Section 312213 Earthwork and Grading.

Timing of pad installation shall coincide with synthetic turf installation. No more than 20 yards of field coverage shall be installed of the pad product prior to installing synthetic turf.

PERFORMANCE PAD INSTALLATION

Install pad products per manufacturer's instructions and as shown on the Drawings.

LANDSCAPE IRRIGATION

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 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 Owner 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.

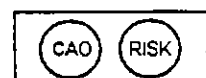
Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

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). T

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.

<u>class</u>	<u>particle size range</u>	<u>maximum %</u>	<u>minimum %</u>
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 Ration (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 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-rippled 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 ratio (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.

TREE STAKES AND GUYS

Wood Pole Staking

1. Stakes: Peeled and pressure-treated (EPA approved chemical not containing arsenic) lodgepole pine tree stakes, smooth, clean, and new, sized as follows:
 - a. 2" dia x 8' long for trees less than 8' height
 - b. 3" dia. x 10' long for trees between 8'-10' height.
2. Ties: Flat rubber / vinyl ties with U.V inhibitors, meeting ASTM D412, width 1" minimum & length per container size requirements (24" minimum), by Gro Strait Products, Walnut Creek, CA / V.I.T Products, Escondido CA, or approved equal.
 - a. Use roofing nails of adequate length to firmly attach ties to stake.

Guying

1. Duckbill Earth Anchor or equal. Model / Size as required by tree size. Model 40 & 1/16" cable for light loads (300 lbs), Model 68 & 1/8" cable for medium loads (1100 lbs), Model 88 & 1/4" cable for heavy loads (3000 lbs). Provide wire clamps appropriate for wire size.
2. Tubing: 12" long PVC tubing

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 construction 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 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.

TREE STAKING & GUYING

Wood Pole Staking: Stake all trees supplied as 'Standard' form, unless otherwise noted on the Drawings. Install stakes as shown on the Drawings.

1. Drive stakes securely into existing soil on opposite sides of the rootball. If there is a prevailing wind direction then install stakes on the windward side of the tree. Install a minimum of (2) two figure-eight, rubber tree ties.
2. If using rubber ties without wire, nail rubber ties to the back of stakes in areas of severe wind conditions

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.

FIELD DRAINAGE FACILITIES

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: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation, and construction of any pre-cast concrete utility boxes, installing collector trench drain rock, and installing perforated and non-perforated HDPE drain line. Materials and work identified herein shall include all incidental trenching, excavation and backfill.

Related Work:

1. Earthwork and Grading
2. Site Concrete
3. Porous Synthetic Turf Base
4. Synthetic Turf System
5. Geotextile Fabric

STANDARDS

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, except for measurement and payment requirements.
2. Applicable ASTM Specifications as they reasonably apply to this work.

DEFINITIONS

Relative compaction or compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM D698 (Standard Proctor density), latest edition, expressed as a percentage.

QUALITY ASSURANCE

Tolerances: Shall be as specified in the applicable sections of the CALTRANS Standard Specifications.

Testing and Inspections: Contractor shall notify the Architect prior to placing backfill for any items of work in this section. Tests for drain and sewer lines shall conform to applicable local health codes.

SUBMITTALS

Drain rock: Submit sample and Sieve Analysis of drain rock, indicating source of material as 100% clean crushed.

Submit drainage product and manufacturer specifications to Architect for approval prior to delivery to site.

DRAINAGE MATERIALS

Collector trench drain rock: Shall be $\frac{3}{4}$ " clean, crushed, with 100% passing the $\frac{3}{4}$ sieve. Rounded sands or aggregates are prohibited. Shall conform to the following sieve:

<u>Sieve Size</u>	<u>Percent Passing (Range)</u>
1 inch	100
$\frac{3}{4}$ inch	98 - 100
$\frac{1}{2}$ inch	30 - 60
$\frac{3}{8}$ inch	0 - 20
#4	0 - 5

EXCAVATION

Trenching, Excavation and Backfilling: As specified under Section 312213 Earthwork and Grading.

Excavate perimeter drainage collector trenches as shown on the Drawings. The trenches shall be excavated with a minimum of 0.5% slope starting from the low point of the drainage system at the outlet extending toward the high point(s). Design of the collector trenches shall incorporate the following:

1. All loose debris shall be removed from the trenches.
2. The trenches shall be backfilled using base materials specified in this Section.

INSTALLATION

Install all drainage facilities to the line and grade shown on the Drawings, or as directed by the Architect.

Collector Trenches:

1. A minimum of 2" of the specified drain-rock shall be placed in the bottom of collector trenches, on top of the geotextile fabric.
2. Fill the remainder of the collector trenches with the drain-rock, from the base up in maximum 12" lifts, to top of sub-grade.
3. Each layer of drain-rock to be vibrated and compacted to minimum 90% relative compaction.

CLEAN UP

Remove all waste materials and unsuitable or excess top soil from the Owner's property and dispose of legally off-site.

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APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT (32N1717)

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 ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT
(32N1717)**

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	Traffic Control	1	LS		
4	Clear and Grub	3,600	SF		
5	Earthwork	1	LS		
6	Adjust Utility Covers to Grade	10	EA		
7	Relocate 1-1/4" PVC Schedule 40 Water Line	1	LS		
8	Pedestrian Concrete Pavement	2,222	SF		
9	Porous Concrete Pavers	296	SF		
10	Concrete Planter Wall	90	LF		
11	Entry Wall	1	LS		
12	Furnish and Install Table	3	EA		
13	Furnish and Install BBQ Pits	1	EA		
14	Tree Planting	8	EA		
15	Landscape Planting	1	LS		
16	Drip Irrigation	1	LS		
17	Mulch/Soil Preparation	470	SF		

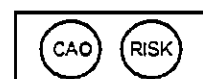
18	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 18) (In Words) _____ _____					(In Figures) \$

ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
19	Clearing and Grubbing	6,400	SF		
20	Earthwork	1	LS		
21	Synthetic Turf, Pad, and Porous Base	4,840	SF		
22	Drain Rock Trench	80	LF		
23	Pedestrian Concrete Pavement	285	SF		
24	Concrete Perimeter Curb	198	LF		
25	Porous Concrete Pavers	648	SF		
26	Furnish and Install Bench	3	EA		
27	Volleyball Accessories	1	LS		
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 19 THROUGH 27) (In Words) _____ _____					(In Figures) \$

ADDITIVE ALTERNATIVE #2

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
28	Clear and Grub	5,290	SF		
29	Earthwork	1	LS		
30	Spray Irrigation	1	LS		
31	Soil Preparation	5,290	SF		
32	Sod	5,290	SF		



TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 28 THROUGH 32 (In Words)) <hr/> <hr/>	(In Figures) \$
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ADDITIVE ALTERNATIVE #3

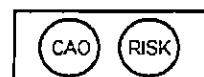
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
33	Clearing and Grubbing	1,900	SF		
34	Earthwork	1	LS		
35	Pedestrian Concrete Pavement	1,077	SF		
36	Light Fixture Type "XG" (Bollard & Concrete Base Included)	9	EA		
37	In Grade Pull Boxes	1	EA		
38	3/4" PVC Schedule 40	350	LF		
39	Conductor - #8 AWG (THHN/THWN)	1,050	LF		
40	Electrical Conduit Excavation trenching	350	LF		
TOTAL ADDITIVE ALTERNATIVE #3 (ITEMS 33 THROUGH 40) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 40) (In Words) <hr/> <hr/>	(In Figures) \$
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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 40).



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: _____

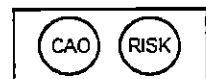
Email: _____

(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

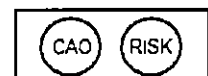
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



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:

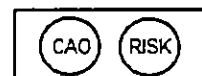
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



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.

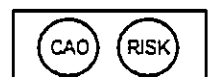
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham . The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT (32N1717)**.

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 Acknowledgment of Attorney-In-Fact's Signature.)

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

(Contact Name)

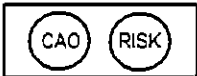
(Street Address)

(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 _____



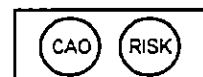
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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 _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				
16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 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.

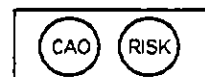
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

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.

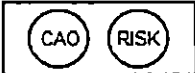


DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

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.



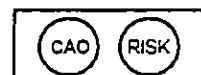
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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:

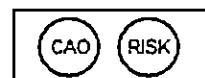
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.



APPENDIX B: HUD FORM 4010



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.

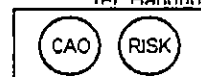
3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, 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.

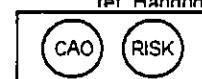
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working 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.

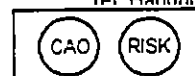
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action 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.

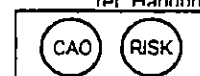
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible 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.

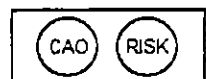
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(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. 1701u; 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. 1701u) (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:

(1) 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);

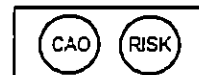
(ii) Housing construction; and

(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.



(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.

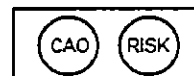
Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

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. 1701u).

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



(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.

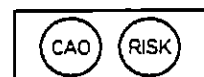
Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development 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(h)(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.



(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.

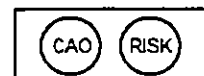
(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

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 ratings 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:

(1) 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:

(1) 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:

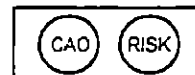
(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(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:

(1) 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 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;

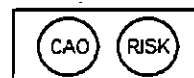
(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(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.)

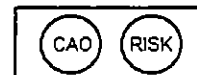
(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 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



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 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.

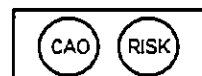
All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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(h) 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(h) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(h) 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

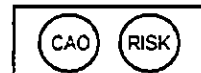
(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

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



part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(h) *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.

(h) 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;

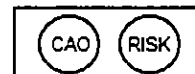
(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(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



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

§ 135.90

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.

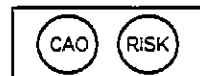
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where 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



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 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.

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.



(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

\$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:

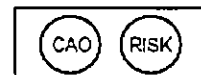
- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(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.

(1) *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:



(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

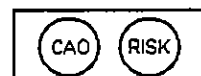
The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used 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).

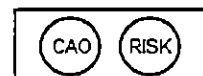
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to 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).

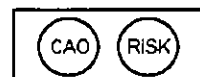
e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from 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 OOL 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.

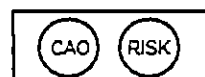
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to 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 AND RELATED ACTS



The Davis-Bacon Act, as Amended



U.S. Department of Labor
Wage and Hour Division

WH Publication 1246
(Revised April 2009)



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TDD* phone: 202-523-9530



An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

* * * *

PART A—GENERAL

* * * *

CHAPTER 31 – GENERAL

* * * *

SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definition

In this subchapter, the following definitions apply:

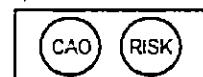
(1) Federal government. — The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages. — The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include—

(A) the basic hourly rate of pay; and

¹ Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

² The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.



(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

(a) Application. — The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage. — The minimum wages shall be based on the wages the 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 in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract. — Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications,

regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by

the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.



(d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.— In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

3141(2)(B) of this title but not actually paid. Sec.3143.

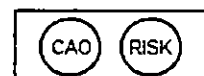
Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.—

(1) In general.— The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a



defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

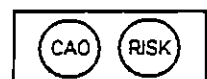
The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.



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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 journeyworkers, 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.





DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: November 8, 2017
TO: All Bidders
SUBJECT: Montecito Park Entry and Seating Installation and Phase 2 Site Improvements Project
Bid proposals due on November 28, 2017 at 2:00 p.m.
Sent Via: EbidBoard

Please refer to the following sections for revisions:

Clarifications- Bidder Questions and Responses

Question: The City listed two producers of synthetic turf, how will equal producers be approved?

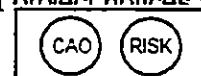
Answer: The City listed the two suppliers, as they have previously met or exceeded the specified material for previous projects. An Equal Producer will be approved, as long as they meet or exceed the specified synthetic turf system, per the project specifications. The City will not require this review or approval prior to receiving bids, nor are Material and Material Certification required to be submitted with the bid package. Should this bid Additive Alternative #1 be awarded, once under contract, the Synthetic Turf System materials will be a submittal requirement like all other project submittals.

Question: I am not a Section 3 Business, I filled out the online form "Am I a Section 3 Business?", and didn't qualify on at least one basis. How do I provide proof of certification with my bid?

Answer: Bidders who do not meet at least one Section 3 Business eligibility requirement must submit documentation (letter with contractors signature) with their bid instead of the Section 3 eligibility form, confirming their intent to take a good faith effort to comply with the Section 3 requirements to meet the goals/targets as established by federal regulations, and listed in the Specifications, Part I, Pages 2 - 3.

Examples of efforts listed to be made in good faith (but not required prior to bid submittal) may include, but are not limited to:

1. If signatory to hiring agreements, will notify applicable union halls of the Section 3 requirements of the contract;
2. If hiring personnel for this project, will contact the Housing Authority of Monterey County (123 Rico Street, Salinas, CA, 831-775-5000) for assistance, and post project notices and



- notices of any hiring opportunities in applicable low-income housing locations;
3. Commit to include Section 3 Clause/HUD Form 4010 as part of any subcontracts entered into for this project
 4. Commit to maintain payroll records and comply with requests for information or reviews by the City of Monterey or HUD. The attached Section 3 form is an example of the information that the City will require upon project completion.

Question: I missed the non-mandatory Pre Bid Conference on site on November 8, 2017. Will there be another one scheduled?

Answer: The City project engineer wasn't able to make this on-site meeting. Should you require an on-site conference to clarify project conditions, it can be scheduled up to November 17, 2017.

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 may 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 November 28, 2017.

If you have additional questions, please contact Project Manager by email at engineering-admin@monterey.org.

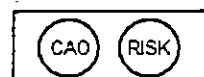
Sincerely,



Jeff Krebs, PE
Principal Engineer

Enclosure: Section 3 Reporting Form

c: City Engineer
Finance



SECTION 3 REPORTING for (Insert Project Name)

Company Name:
 Contract Number:
 Name and Title of Person Completing Report:
 Contact Information (Phone and Email):
 Date:

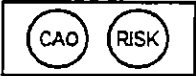
Part I: Employment and Training

Note – Columns D & E are optional.

A: Job Category (List Trade, ie Carpenter, Laborer, Painter, Designer, etc.)	B: Number of New Hires	C: Number of New Hires that are Sec. 3 Residents	D: % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E : % of Total Staff Hours for Sec. 3 Employees and Trainees	F: Number of Sec. 3 Trainees

Definitions:

- New Hire: a person who is not on the contractor’s payroll at the time the contractor was awarded the contract. A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created as a direct result of the expenditure of Section 3 covered financial assistance. Any employee that was not on the payroll of a recipient, developer, or contractor on the day that Section 3 covered assistance was provided can be counted towards the Section 3 minimum numerical goal for employment.
- Section 3 Resident: A Section 3 resident is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered assistance is expended.
- Section 3 Trainee: a Section 3 resident that received training connected with the project.



Part II: Contracts Awarded

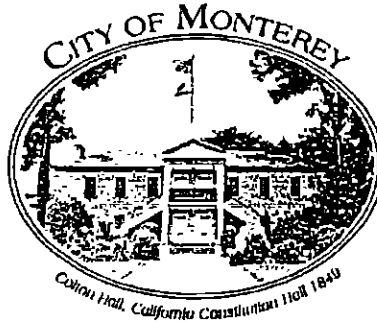
Construction Contract	
A. Total dollar amount of all contracts awarded on the project.	
B. Total dollar amount of contracts awarded to Section 3 businesses.	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses.	
D. Total number of Section 3 businesses receiving contracts.	
Non-construction Contract	
A. Total dollar amount of all contracts awarded on the project.	
B. Total dollar amount of contracts awarded to Section 3 businesses.	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses.	
D. Total number of Section 3 businesses receiving contracts.	

Definitions:

- Section 3 business: a business that can provide evidence that they meet one of the following criteria:
 - a) 51 percent or more owned by Section 3 residents; or
 - b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
 - c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

Part III: Summary

Indicate below the efforts made to outreach to and hire Section 3 residents and Section 3 businesses.



DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: November 22, 2017
TO: All Bidders
SUBJECT: **Addendum 2**
Montecito Park Entry and Seating Installation and Phase 2 Site Improvements Project
Bid proposals due on November 28, 2017 at 2:00 p.m.
Sent Via: EbidBoard

Please refer to the following sections for revisions:

Specifications Part 1, Page 1 Notice to Contractors.

Revise the description of work from: " 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" to: " the demolition and construction of sod areas for pavers, front entry wall, concrete pavement, planter walls, tree and planting, new picnic tables and accessories, new synthetic turf Volleyball court, sod placement, an irrigation system, and a lighted pedestrian path. The work also consists of the removal and legal disposal of existing sod materials

Specifications Part 1V, Page 1 General.

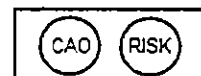
Revise the description of work from " the demolition and construction of concrete curb, gutter, sidewalk, driveway crossing, lighted basketball court, new picnic tables and accessories, the installation of decomposed granite paving, sod placement, and an irrigation system. The work also consists of the removal and legal disposal of existing asphalt basket ball court and sod materials" to " the demolition and construction of sod areas for pavers, front entry wall, concrete pavement, planter walls, tree and planting, new picnic tables and accessories, new synthetic turf Volleyball court, sod placement, an irrigation system, and a lighted pedestrian path. The work also consists of the removal and legal disposal of existing sod materials

Specifications part IV, Page 70 Performance Pad, acceptable manufactures, or approved equal:

Revise ProPlay Sport20 pad acceptable manufacturer, remove "SportsEdge, 259 Murdock Road, Troutman NC, 28166. Contact Greg Norfleet (925) 250-9565" replace with "Kevin Farin / Schmitz Foam Products / k.farin@schmitzfoam.com / 971-506-3574."

Clarifications- Bidder Questions and Responses

Question: Do you have a material specification for the Vollyball Accessories, as stated in bid item 27 descriptions ?



Answer: See general notes 4 on sheet L1.1 which states the volleyball system or approved equal.

Question: The Bid form does not have a bid item for Landscape Maintenance.

Answer: There is not a bid item for landscape maintenance. Once these items have received substantial completion, maintenance shall extend for 30 calendar days. Any cost for establishing the plantings, providing pest and disease control, mowing, and maintaining the irrigation system is considered ancillary to the applicable work.

Question: The Addendum sent November 8, 2017 wasn't labeled as Addendum 1?

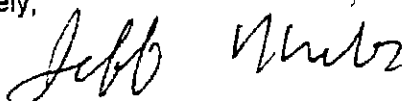
Answer: The addendum that was sent out dated November 8, 2017, is Addendum 1

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 may 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 November 28, 2017.

If you have additional questions, please contact Project Manager by email at engineering-admin@monterey.org.

Sincerely,



Jeff Krebs, PE
Principal Engineer

Enclosure: Prevailing wage rates

c: City Engineer
Finance
Housing and Property Management



General Decision Number: CA170029 11/10/2017 CA29

Superseded General Decision Number: CA20160029

State: California

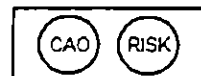
Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 1365B, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	02/24/2017
5	03/03/2017
6	03/10/2017
7	03/31/2017
8	04/14/2017
9	04/21/2017
10	05/05/2017
11	05/12/2017
12	05/26/2017
13	06/02/2017
14	06/16/2017
15	06/30/2017
16	07/07/2017
17	07/14/2017
18	08/04/2017
19	08/11/2017
20	09/08/2017
21	10/13/2017
22	10/20/2017
23	10/27/2017
24	11/03/2017
25	11/10/2017



AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	8.95
Area 2.....	\$ 32.98	8.95

ASBE0016-008 08/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 65.36	23.11
Area 2.....	\$ 49.46	23.11

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates Fringes

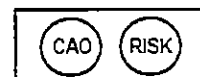
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 02/01/2017

Rates Fringes

MARBLE FINISHER.....	\$ 31.17	14.99
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BRCA0003-003 02/01/2017
Agreement #: Ag-7004 - Page 232 of 348



	Rates	Fringes
MARBLE MASON.....	\$ 41.77	26.76

BRCA0003-005 05/01/2017

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 38.45	21.22
(7) San Francisco, San Mateo.....	\$ 42.34	25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....	\$ 39.66	20.76
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

BRCA0003-008 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.14	16.87
TERRAZZO WORKER/SETTER.....	\$ 44.11	26.36

BRCA0003-011 04/21/2017

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

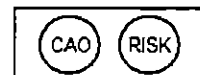
AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 27.48	15.45
Area 2.....	\$ 25.60	14.90
Area 3.....	\$ 24.42	14.53
Tile Layer		
Area 1.....	\$ 45.80	17.54
Area 2.....	\$ 42.67	17.46
Area 3.....	\$ 35.31	16.83

CARP0022-001 07/01/2017

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30



CARP0034-001 07/01/2017

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 45.65	31.91
Diver standby.....	\$ 50.61	31.91
Diver Tender.....	\$ 49.82	31.91
Diver wet.....	\$ 95.17	31.91
Manifold Operator (mixed gas).....	\$ 54.82	31.91
Manifold Operator (Standby).....	\$ 49.82	31.91

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

* CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver.....	\$ 46.65	31.91

* CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer 1.....	\$ 25.61	20.42



Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.83	20.92

* CARP0035-008 08/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 46.40	29.15
Area 2.....	\$ 40.52	29.15
Area 3.....	\$ 41.02	29.15
Area 4.....	\$ 39.67	29.15
Drywall Stocker/Scrapper		
Area 1.....	\$ 23.20	16.88
Area 2.....	\$ 20.26	16.88
Area 3.....	\$ 20.51	16.88
Area 4.....	\$ 19.84	16.88

CARP0152-001 07/01/2017

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	28.71

CARP0152-002 07/01/2017

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		



Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0152-004 07/01/2017

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

CARP0217-001 07/01/2017

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0405-001 07/01/2017

Santa Clara County

Rates Fringes

Carpenters

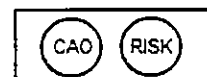
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0405-002 07/01/2017

San Benito County

Agreement #: Ag-7004 - Page 236 of 348

Rates Fringes



Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.58	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0505-001 07/01/2017

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0605-001 07/01/2017

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0701-001 07/01/2017

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

CARP0713-001 07/01/2017



Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP1109-001 07/01/2017

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

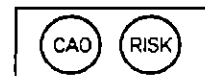
ELEC0006-004 12/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.57	3%+18.05
Technician.....	\$ 40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.



ELEC006-007 06/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 66.00	3%+43.40

ELEC0100-002 09/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	21.91

ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems, Data Communication Systems, RF and Remote Control Systems, Fiber Optic Data Systems



WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0234-001 12/25/2016

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 44.65	24.44
Zone B.....	\$ 49.12	24.57

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

 ELEC0234-003 12/01/2016

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.60
Technician.....	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside



electrician.

ELEC0302-001 02/27/2017

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.92	26.75
ELECTRICIAN.....	\$ 48.51	26.56

ELEC0302-003 12/01/2016

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.05
Technician.....	\$ 39.93	18.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

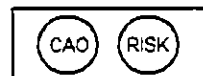
FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 05/29/2017

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 69.60	34.318
ELECTRICIAN.....	\$ 60.52	34.046

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.



SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.602
Technician.....	\$ 39.93	18.748

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0595-001 06/01/2017

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+34.10
ELECTRICIAN.....	\$ 53.25	3%+34.10

 ELEC0595-002 06/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

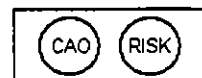
	Rates	Fringes
CABLE SPLICER.....	\$ 41.40	3%+28.83
ELECTRICIAN		
(1) Tunnel work.....	\$ 38.86	3%+28.83
(2) All other work.....	\$ 36.00	3%+28.83

 ELEC0595-006 12/01/2016

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	3%+17.86
Technician.....	\$ 39.93	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control



function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

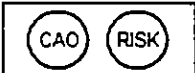
FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2017

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 57.00	33.59

ELEC0617-003 12/01/2016



Rates Fringes

Sound & Communications

Installer.....	\$ 35.07	18.86
Technician.....	\$ 39.93	18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0684-001 06/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

ELECTRICIAN.....	\$ 37.00	3%+20.73
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CABLE SPLICER = 110% of Journeyman Electrician

 ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

Communications System

Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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FOOTNOTE: Fire alarm work when installed in raceways



(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

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

ELEV0008-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.44	31.585

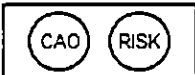
FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25
AREA 2:		
(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy		

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duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

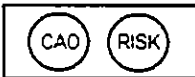
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

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



Area 2: Remainder

PLACER COUNTY:

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

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

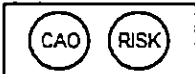
ENGI0003-018 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39
OPERATOR: Power Equipment		



(Cranes and Attachments - AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39

OPERATOR: Power Equipment (Piledriving - AREA 1:)

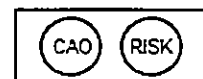
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39

OPERATOR: Power Equipment (Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39

OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39



GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

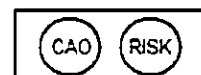
GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

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

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling



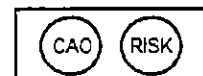
equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

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

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

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

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

PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

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

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

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

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

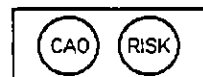
CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

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DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder Agreement #: Ag-7004 - Page 253 of 348



SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

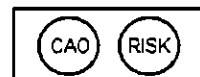
	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

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

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

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



AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder



MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

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

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

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

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

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:
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China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

* LAB00067-002 06/26/2017

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

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 21.66	10.64
LABORER (Lead Removal)		
Area A.....	\$ 30.70	22.17
Area B.....	\$ 29.70	22.17

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

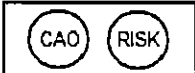
LAB00073-002 06/26/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I...	\$ 28.84	22.17
Traffic Control Person II...	\$ 26.34	22.17

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

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



LABO0073-003 07/01/2017

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.45	21.04

* LABO0073-005 06/26/2017

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	21.72
GROUP 2.....	\$ 36.37	21.72
GROUP 3.....	\$ 36.12	21.72
GROUP 4.....	\$ 35.67	21.72
GROUP 5.....	\$ 35.13	21.72
Shotcrete Specialist.....	\$ 37.12	21.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0073-007 06/27/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 29.49	22.38
GROUP 1.....	\$ 28.79	22.38
GROUP 1-a.....	\$ 29.01	22.38
GROUP 1-c.....	\$ 28.84	22.38
GROUP 1-f.....	\$ 29.34	22.38
GROUP 1-t.....	\$ 29.37	22.38

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GROUP 2.....	\$ 28.64	22.38
GROUP 3.....	\$ 28.54	22.38
GROUP 4.....	\$ 22.23	22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.....	\$ 28.54	22.31
(2) Establishment Warranty Period.....	\$ 22.23	22.31

LABORER (GUNITE)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING)

GROUP 1.....	\$ 28.79	22.31
GROUP 2.....	\$ 28.64	22.31

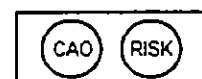
FODTNOTES:

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

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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



similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

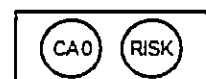
GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

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laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

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

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LAB00073-009 07/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

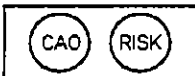
	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	22.17



Traffic Control Person I....\$ 29.84	22.17
Traffic Control Person II...\$ 27.34	22.17

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

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

* LAB00261-005 06/26/2017

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 36.60		21.72
GROUP 2.....\$ 36.37		21.72
GROUP 3.....\$ 36.12		21.72
GROUP 4.....\$ 35.67		21.72
GROUP 5.....\$ 35.13		21.72
Shotcrete Specialist.....\$ 37.12		21.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

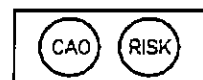
GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00261-009 06/26/2017

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....\$ 30.49		22.38
GROUP 1.....\$ 29.79		22.38
GROUP 1-a.....\$ 30.01		22.38
GROUP 1-c.....\$ 29.84		22.38

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GROUP 1-e.....	\$ 30.34	22.38
GROUP 1-f.....	\$ 30.37	22.38
GROUP 2.....	\$ 29.64	22.38
GROUP 3.....	\$ 29.54	22.38
GROUP 4.....	\$ 23.23	22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 29.54	22.31
(2) Establishment Warranty Period.....	\$ 23.23	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 29.79	22.31
GROUP 2.....	\$ 29.64	22.31

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

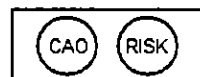
FOOTNOTES:

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

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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



Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

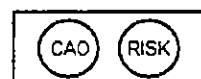
GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

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

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 05/01/2017

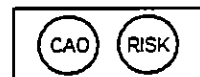
SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 33.18	21.49

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2017

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SAN FRANCISCO AND SAN MATEO COUNTIES:



	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0270-003 06/26/2017

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLDSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

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

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

* LABO0270-004 06/26/2017

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

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Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2017

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.45	21.04

* LABO0270-007 06/27/2017

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 29.49	22.38
GROUP 1.....	\$ 28.79	22.38
GROUP 1-a.....	\$ 29.01	22.38
GROUP 1-c.....	\$ 28.84	22.38
GROUP 1-e.....	\$ 29.34	22.38
GROUP 1-f.....	\$ 29.37	22.38
GROUP 2.....	\$ 28.64	22.38
GROUP 3.....	\$ 28.54	22.38
GROUP 4.....	\$ 22.23	22.38

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

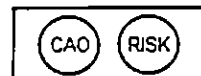
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction.....	\$ 28.54	22.31
(2) Establishment Warranty Period.....	\$ 22.23	22.31

LABORER (GUNITE - AREA B)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 28.79	22.31
GROUP 2.....	\$ 28.64	22.31

FOOTNOTES:

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



LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

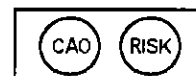
GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete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

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

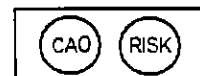
GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman
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GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

* LAB00270-010 06/26/2017

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 30.49	22.38
GROUP 1.....	\$ 29.79	22.38
GROUP 1-a.....	\$ 30.01	22.38
GROUP 1-c.....	\$ 29.84	22.38
GROUP 1-e.....	\$ 30.34	22.38
GROUP 1-f.....	\$ 30.37	22.38
GROUP 2.....	\$ 29.64	22.38
GROUP 3.....	\$ 29.54	22.38
GROUP 4.....	\$ 23.23	22.38

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

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

(1) New Construction.....	\$ 29.54	22.31
(2) Establishment Warranty Period.....	\$ 23.23	22.31

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 29.79	22.31
GROUP 2.....	\$ 29.64	22.31

FOOTNOTES:

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

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
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Chainsaw; Laser beam in connection with laborers' work;



Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

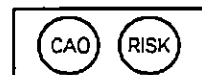
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GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless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

GROUP 1-b: Sewer cleaners shall receive \$4.80 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically



covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

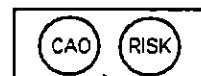
The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman
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GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

* LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2017

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 30.45	21.04

LAB00294-002 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I....	\$ 28.84	22.17
Traffic Control Person II...	\$ 26.34	22.17

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

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

* LAB00294-005 06/26/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

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TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

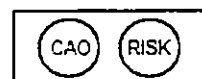
* LAB00294-008 06/30/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.38
GROUP 1.....	\$ 28.79	22.38
GROUP 1-a.....	\$ 29.01	22.38
GROUP 1-c.....	\$ 28.84	22.38
GROUP 1-e.....	\$ 29.34	22.38
GROUP 1-f.....	\$ 29.37	22.38
GROUP 2.....	\$ 28.64	22.38
GROUP 3.....	\$ 28.54	22.38
GROUP 4.....	\$ 22.23	22.38
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 28.54	22.31
(2) Establishment Warranty		
Period.....	\$ 22.23	22.31
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 28.79	22.31
GROUP 2.....	\$ 28.64	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the



applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

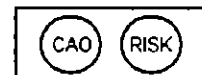
CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

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

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

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large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

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



GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0294-010 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

* LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

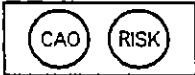
LABO0304-002 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	22.17
Traffic Control Person I...	\$ 29.84	22.17
Traffic Control Person II...	\$ 27.34	22.17

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

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



* LAB00304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00304-004 06/27/2017

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 30.49	22.38
GROUP 1.....	\$ 29.79	22.38
GROUP 1-a.....	\$ 30.01	22.38
GROUP 1-c.....	\$ 29.84	22.38
GROUP 1-e.....	\$ 30.34	22.38
GROUP 1-f.....	\$ 30.37	22.38
GROUP 2.....	\$ 29.64	22.38
GROUP 3.....	\$ 29.54	22.38
GROUP 4.....	\$ 23.23	22.38

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

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

(1) New Construction.....	\$ 29.54	22.31
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(2) Establishment Warranty		
Period.....	\$ 23.23	22.31
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 29.79	22.31
GROUP 2.....	\$ 29.64	22.31

FOOTNOTES:

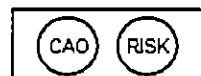
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitelaborer

 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

 LAB00304-005 05/01/2017

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

 LAB00304-008 07/01/2017

ALAMEDA AND CONTRA CDSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

 LAB00324-002 06/26/2017



Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 29.54	22.17
Traffic Control Person I....\$ 29.84	22.17
Traffic Control Person II...\$ 27.34	22.17

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

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

* LAB00324-006 06/26/2017

CONTRA COSTA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 36.60	21.72
GROUP 2.....\$ 36.37	21.72
GROUP 3.....\$ 36.12	21.72
GROUP 4.....\$ 35.67	21.72
GROUP 5.....\$ 35.13	21.72
Shotcrete Specialist.....\$ 37.12	21.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

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

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

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

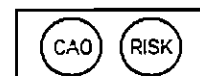
GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LAB00324-012 06/27/2017

CONTRA COSTA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Agreement # Ag-7004 - Page 282 of 348



Construction Specialist

Group.....	\$ 30.49	22.38
GROUP 1.....	\$ 29.79	22.38
GROUP 1-a.....	\$ 30.01	22.38
GROUP 1-c.....	\$ 29.84	22.38
GROUP 1-e.....	\$ 30.34	22.38
GROUP 1-f.....	\$ 30.37	22.38
GROUP 1-g.....	\$ 29.99	22.38
GROUP 2.....	\$ 29.64	22.38
GROUP 3.....	\$ 29.54	22.38
GROUP 4.....	\$ 23.23	22.38

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 29.54	22.31
(2) Establishment Warranty Period.....	\$ 23.23	22.31

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 29.79	22.31
GROUP 2.....	\$ 29.64	22.31

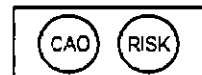
FOOTNOTES:

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker, (wet or dry); No joint pipe and stripping of same, including repair of



voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

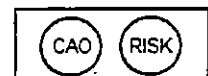
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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; 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.

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GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

GUNITE LABORER CLASSIFICATIONS

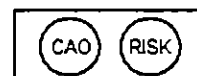
- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place

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manhole form setters

LAB00324-014 05/01/2017

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 33.18	21.49

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I....	\$ 28.84	22.17
Traffic Control Person II...	\$ 26.34	22.17

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

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

* LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.45	21.04

* LABO1130-007 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 29.49	22.38
GROUP 1.....	\$ 28.79	22.38
GROUP 1-a.....	\$ 29.01	22.38
GROUP 1-c.....	\$ 28.84	22.38
GROUP 1-e.....	\$ 29.34	22.38
GROUP 1-f.....	\$ 29.37	22.38
GROUP 2.....	\$ 28.64	22.38
GROUP 3.....	\$ 28.54	22.38
GROUP 4.....	\$ 22.23	22.38

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

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

(1) New Construction.....	\$ 28.54	22.31
(2) Establishment Warranty Period.....	\$ 22.23	22.31

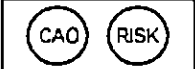
LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 28.79	22.31
GROUP 2.....	\$ 28.64	22.31

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FOOTNOTES:

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

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

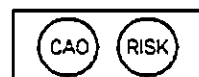
GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunit laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO1130-008 07/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

* LABO1130-009 07/01/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

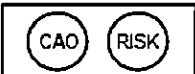
PAIN0016-001 01/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.87	22.83

PREMIUMS:

- EXOTIC MATERIALS - \$0.75 additional per hour.
- SPRAY WORK - \$0.50 additional per hour.
- INDUSTRIAL PAINTING - \$0.25 additional per hour.



[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 44.16	25.64
AREA 2.....	\$ 40.03	24.29

PAIN0016-012 01/01/2017

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLODR LAYER.....	\$ 47.39	24.64

PAIN0016-015 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JDAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 32.16	18.26

FOOTNOTES:

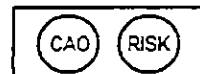
SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 42.49	22.83

PAIN0169-001 01/01/2017
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FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.93	24.03

PAIN0169-005 01/01/2017		

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 45.13	26.79

PAIN0294-004 07/01/2017		

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 27.94	17.45
Drywall Finisher/Taper.....	\$ 33.99	21.56

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2017

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.49	19.23

PAIN0767-001 01/01/2017		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.57	25.96

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		



Marking:

GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2017

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.93	20.39

PLAS0066-002 07/01/2017

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 40.51	27.13

PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Counties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.20	19.71

PLUM0038-001 07/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	\$ 70.00	43.24

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PLUM0038-005 07/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 59.50	38.24

PLUM0062-001 01/01/2017

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	29.59

PLUM0159-001 07/01/2017

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.92	35.94
(2) All other work.....	\$ 55.92	34.44

PLUM0246-001 01/01/2017

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.40	29.39

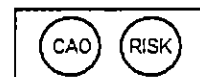
PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and



waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2017

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 58.10	42.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 58.10	42.45

PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05

PLUM0393-001 07/01/2017

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 60.91	39.58

PLUM0442-001 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.00	28.39

PLUM0467-001 07/01/2017

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 62.70	34.21

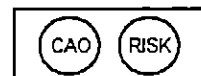
ROOF0027-002 01/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.01	14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are

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used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

ROOF0040-002 08/01/2017

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 37.88	18.22

ROOF0081-001 08/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 38.20	16.81

ROOF0081-004 08/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 38.20	16.81

ROOF0095-002 08/01/2017

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 41.56	17.47
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 42.36	16.42

SFCA0483-001 07/31/2017

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

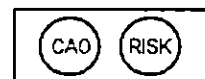
	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 61.92	28.57

SFCA0669-011 04/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84

SHEE0104-001 07/03/2017



AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 50.29	35.93
All Other Work.....	\$ 57.09	37.74
AREA 2.....	\$ 45.82	31.99
AREA 3.....	\$ 48.13	29.61

SHEE0104-003 07/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.74	31.50

SHEE0104-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 37.67	34.10

SHEE0104-007 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.49	34.45

SHEE0104-015 07/01/2016

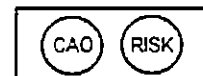
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49

SHEE0104-018 07/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUDLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.64	31.49



TEAM0094-001 07/01/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.72	27.47
GROUP 2.....	\$ 31.02	27.47
GROUP 3.....	\$ 31.32	27.47
GROUP 4.....	\$ 31.67	27.47
GROUP 5.....	\$ 32.02	27.47

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

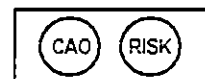
TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aquapak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy



Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

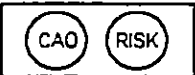
=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing



the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

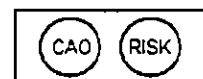
A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial



contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

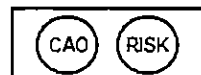
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS

(32N1717)

FOR USE IN CONJUNCTION WITH PROJECT SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MONTEREY, THE 2016 CALIFORNIA BUILDING STANOGAR CODE, AND THE STANOARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2015

LEGEND

AB	AGGREGATE BASE	ME	MATCH EXISTING
AC	ASPHALT CONCRETE (3" MIN)	MD	MD
AD	ACCESS FENCE, 36" HIG	ME	NEW CURVE
AE	REGGING OF CURVE	MF	NOT TO SCALE
AF	BEST MANAGEMENT PRACTICE	MG	ON-CHUTE
AG	BIOMIMICRY SW. MEDIA	MH	PROPOSED
AH	BACK OF EXISTING	MI	POWER POLE
AI	CONCRETE	MJ	RASGAS
AJ	CENTER OF RADIUS CURVE	MK	ROAD
AK	CONE CONSTRUCTION SIGN	ML	ROAD CURVE
AL	CURB AND CUTTER	MM	STREET LIGHT
AM	LAND	MN	ADDITION SIGN
AN	LANDSCAPE	MO	SEE ELECTRICAL DRAWINGS
AO	END OF CURVE	MP	SEE LANDSCAPE DRAWINGS
AP	EXISTING DRIVE	MQ	SANITARY SEWER
AQ	EXISTING SPANWAY CURVE	MR	SEWER VENT HOLE MANHOLE
AR	EXISTING DRIVE	MS	SEWER
AS	FINISH GRADE	MT	TOP OF CURB
AT	GRADE BREAK	MU	TOP OF BALL
AU	GUTTER UP	MV	TOP OF CURB
AV	HORIZONTAL	MW	VERTICAL
AW	NOT FOR ASPHALT GAGE	MX	WALL CURVE
AX	LOUGH	MY	WATER RETENT
AY	LETT	MZ	WALL WALK
AZ	LANDING	NA	NO

REFERENCE KEY NOTES	
○	CE FINE MESH FENCE
⊕	CE FINE MESH FENCE
⊖	CE POWER POLE
⊙	CE SIGN
⊗	CE SIGN
⊕	CE WATER VALVE/VALEN
⊙	CE TIE
⊗	CE TIE
⊕	CE TIE
⊙	CE CHAIN LINK FENCE
⊗	CE ROAD FENCE
⊕	CE ROAD FENCE

ARC CONDITIONS OF APPROVAL

SUBJECT: MONTECITO PARK ARCHITECTURAL ENTRY APPLICATION 7-18-2014

1. THAT THE REPLACEMENT SIGNS OF 24" SIGN SIZE SHALL BE PLACED AT THE MONTECITO PARK SITE WITHIN THE MONTH OF CONSTRUCTION COMPLETION.

2. THAT THE DEVELOPMENT ON THE PROJECT PROPERTY SHALL BE CONSTRUCTED AND OPERATED IN ACCORDANCE WITH THE CONDITIONS OF THIS PERMIT AND ACCORDING TO PLANS SUBMITTED TO THE PLANNING OFFICE ON NOVEMBER 19, 2014.

3. THAT THE APPLICANT SHALL PROVIDE ANY BUILDING PERMITS REQUIRED FOR THE PROJECT.

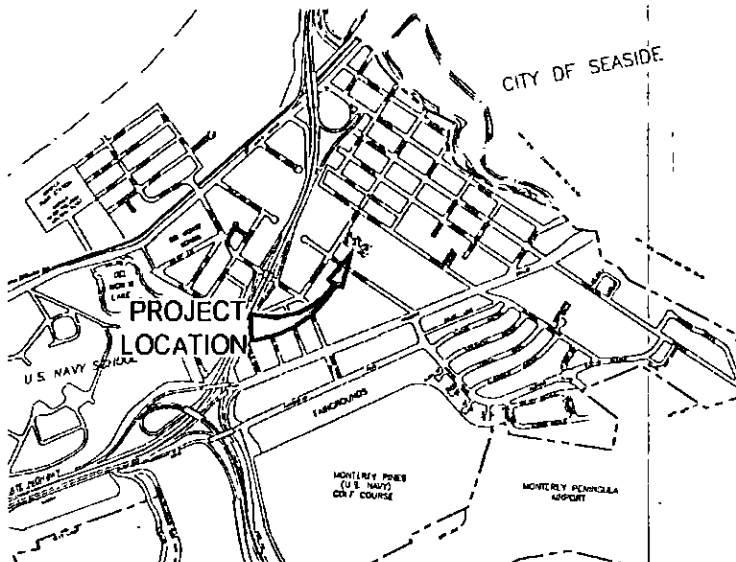
4. THAT THE APPLICANT SHALL PROVIDE A COPY OF THESE CONDITIONS OF APPROVAL ON THE FRONT PAGE OF ANY SET OF PLANS TO BE INCLUDED IN THE BUILDING PERMIT SUBMITTAL.

5. PERMITTED HOURS OF CONSTRUCTION ARE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY, 8:00 AM TO 6:00 PM SATURDAY AND 10:00 AM TO 6:00 PM SUNDAY.

6. PERMIT EXPIRES WHENEVER THAT THE PERMIT SHALL BECOME NULL AND VOID IF A BUILDING PERMIT IS NOT ISSUED WITHIN 24 MONTHS OF THE DATE OF THIS LETTER. IT IS THE APPLICANT'S RESPONSIBILITY TO RE-APPLY FOR A PERMIT WITHIN 18 MONTHS PRIOR TO THE EXPIRATION OF THE PERMIT. THE PERMIT SHALL BE EXTENDED TO THE DATE OF THE PERMIT EXPIRATION DATE. NO RENEWAL FEE WILL BE CHARGED TO THE APPLICANT.

STORMWATER POST CONSTRUCTION REQUIREMENTS

THE APPROVED PLAN CREATER TO THIS PROJECT HAS ADDRESSED IN THE STORM WATER CONTROL PLAN APPROVED FOR THIS PHASE 1 IMPROVEMENTS PROJECT. PER SECTION 1.



VICINITY MAP
NOT TO SCALE

EARTHWORK AND AREA OF DISTURBANCE

CUT (CY)	0
FILL (CY)	0
CONCRETE (CY)	136
DISCLOSED SOIL GREG (AC)	6.30
NET IMPERVIOUS AREA (SQ)	7,800

- THE QUANTITIES PRESENTED ABOVE ARE ESTIMATES ONLY. BASED ON THE DIFFERENCE BETWEEN EXISTING SUB-GRADE AND PROPOSED SUB-GRADE. CIVIL ENGINEER TO BE SHOWN ON THE PLANS, AND ARE NOT BOUND TO BE CHANGED IN FUTURE DUE TO CHANGES IN SOIL CONDTY.
- THE QUANTITIES ARE NOT INCLUDED IN THE ABOVE ESTIMATE. CLEANSING AND ORDERING ARE NOT INCLUDED IN THE ABOVE ESTIMATE. EXTRA FOR REMOVAL AND RECOVERY. THESE ARE NOT INCLUDED IN ABOVE ESTIMATE.

APPROVED FOR: [Signature]
CITY ENGINEER FOR PUBLIC WORKS
DATE: [Blank]

GENERAL NOTES

- CONTRACTOR SHALL PROVIDE LABOR, MATERIAL AND EQUIPMENT TO EXECUTE AND COMPLETE THE SUBJECT PROJECT. WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH CALIFORNIA BUILDING CODE 2016 INCLUDING ALL REQUIREMENTS OF THE CALIFORNIA BUILDING CODE. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY PART OF THE PLANS (INCLUDING DIMENSIONS) ARE NOT IN CONFORMANCE WITH THE CODE, NO PART OF THE AREA IN QUESTION SHALL COMMENCE UNTIL DIRECTED BY THE ENGINEER.
- CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND NOTE ALL EXISTING SITE CONDITIONS AS TO THE CHARACTER AND EXTENT OF WORK SHOWN.
- EXISTING UTILITY LOCATIONS SHALL BE FIELD VERIFIED PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR TO VERIFY THE ENGINEER'S INFORMATION OF EXISTING UTILITIES AND TO COMPLY WITH ANY IMPROVEMENTS. CONTRACTOR SHALL PROTECT UTILITIES AND MAINTAIN ALL EXISTING UTILITIES THAT ARE IN THE WORK AREA.
- CONTRACTOR SHALL NOTIFY ALL DIMENSIONS AND CONDITIONS OF THE WORK AND SHALL NOTIFY THE ENGINEER OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- ANY DISCREPANCIES OR OMISSIONS FOUND IN THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. THE ENGINEER WILL CLARIFY DISCREPANCIES OR OMISSIONS, IN WRITING WITHIN A REASONABLE TIME.
- ALL MATERIALS TO BE USED ON THIS PROJECT SHALL BE SUBMITTED TO THE ENGINEER AND ALL MATERIALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE MATERIALS BEING ON SITE. ANY MATERIALS NOT APPROVED BY THE ENGINEER SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.
- ALL CUTTING OR REMOVAL OF TREE TRUNKS WITHIN THE TREE DUMP LINE AND/OR CUTTING OF ROOTS SHALL BE TO BE GREATER THAN 4" DIAMETER SHALL BE COORDINATED WITH THE CITY FORESTER, PROVIDE 48 HOUR NOTICE.
- During construction, the contractor shall ensure that all existing structures, equipment and vegetation are protected. The contractor shall be responsible for all damages to existing structures created as a result of the execution of this project and all repairs shall be equal or better than existing and subject to acceptance of the engineer.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT WORK AREA DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE THAT WORK AREA IS CLEAR AT THE END OF EACH DAY.
- LIMITED CONCERN AND ALL ACTIVITIES SHALL BE SHOWN PRIOR TO REMOVAL TO THE LIMITS SHOWN ON THE PLANS.
- CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE ENVIRONMENTAL POLLUTION PREVENTION REQUIREMENTS PARAGRAPHS 1.1 TO 1.10 AND MAINTENANCE OF STORM WATER POLLUTION PREVENTION PLANS PER PLAN AND SPECIFICATION.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE TRAFFIC CONTROL REQUIREMENTS.
- CONTRACTOR SHALL SCHEDULE A FINAL INSPECTION WITH THE ENGINEER UPON COMPLETION OF WORK.

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET CONTENTS
1	C-1	CORNER SHEET
2	C-2	DIMENSIONS AND SIGNATURE CONTROL PLAN
3	C-3	EXISTING PLAN
4	E-1/1	CONSTRUCTION PLAN
5	C-4	GRADING PLAN
6	E-2/1	REVISION PLAN
7	E-3/1	CONSTRUCTION DETAILS
8	E-4/1	CONSTRUCTION DETAILS
9	E-5/1	PLUMBING PLAN
10	E-6/1	SEWER AND PLUMBING DETAILS
11	E-7/1	SYMBOLS, ABBREVIATIONS, LIGHT FIXTURE SCHEDULE, CODES, SPEC. NOTES
12	E-8/1	CALIFORNIA ENERGY COMPLIANCE BULK PLAN
13	E-9/1	ELECTRICAL SITE PLAN
14	GR-1	PROTECTIVE SITE PLAN

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 848 3921 | WEBSITE: WWW.MONTEREY.ORG

WHITSON ENGINEERS
11454 Highway 1 - Monterey, CA 93940
831 848-8225 • Fax 831 373-5081
Civil Engineering • Land Surveying • Project Management

CITY OF MONTEREY
PLANNING DEPARTMENT
APPROVED FOR: [Signature]
DATE: [Blank]

NO.	DATE	REVISION
1		
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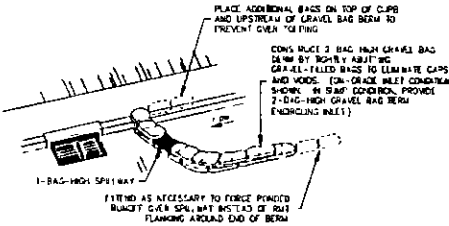
MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
PROJECT NO. 32N1717

GRADING AND DRAINAGE PLAN

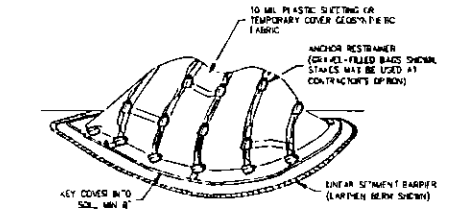
DATE: 10/1/2017
SHEET NO.: C-1

EROSION AND SEDIMENT CONTROL GENERAL NOTES

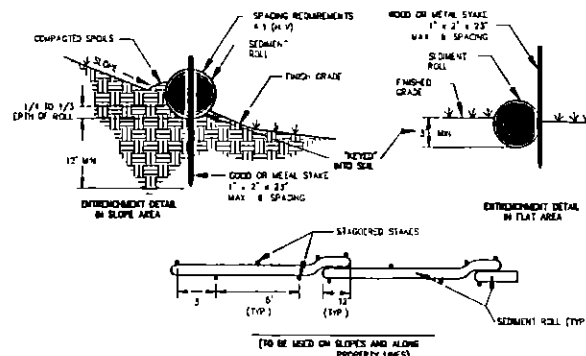
1. BEST MANAGEMENT PRACTICES (BMPs) AT A MINIMUM THE FOLLOWING BMPs ARE REQUIRED (REGARDLESS OF WEATHER CONDITIONS AND AS APPLICABLE TO THE CONSTRUCTION ACTIVITIES PLANNED). VERIFY ALL OF THE BELOW MEASURES ARE ADDRESSED ON THE ESDP SUBMITTAL, AS APPLICABLE.
- A. WEATHER MEASURES IF POSSIBLE AVOID LAND-RESTORING ACTIVITIES DURING THE WET WEATHER SEASON-OCTOBER IS THROUGH APRIL 15. OTHERWISE EXTRA BMP MATERIALS (FILTERS, FIBER ROLLS, GRAVEL BAGS, MATS/DUSTMATS, PLACING COVERS) SHALL BE KEPT ON-SITE (FOR THE RAIN INSTALL).
- B. EXISTING VEGETATION PROTECT EXISTING VEGETATION, AVOID REMOVAL AS REQUIRED AND WHEREVER POSSIBLE INSTALL APPROPRIATE/PROTECTIVE FENCING PERMITS FOR CONTROL PRIOR TO WORK.
- C. CONTOUR AND SEDIMENT CONTROL AS APPLICABLE SLOPE AND SOIL STABILIZATION BMPs SHALL BE UTILIZED TO PREVENT SLOPE EROSION AND SOIL MOVEMENT ON SIE AND OFF-SITE. NO SEDIMENT MAY LEAVE THE SITE, BE DEPOSITED OFF-SITE, OR POLLUTE STORM WATER RUNOFF FROM THE CONSTRUCTION SITE.
- D. STOCKPILE MANAGEMENT ALL STOCKPILES SHALL BE CONTAINED AND COVERED WHEN NOT ACTIVE, AND SECURED AT THE END OF EACH DAY. STOCKPILES SHALL BE SECURELY COVERED OVERNIGHT AND PRIOR TO DURING AND AFTER EVENTS. NO MATERIAL SHALL LEAVE THE SITE OR MOVE INTO STREET.
- E. WASTE MANAGEMENT ALL CONSTRUCTION WASTE SHALL BE CONTAINED AND SECURELY COVERED (WASTE INCLUDING TRASH, PAINT DRUMS, CONCRETE, ETC. ANY WASH OUT FACILITY SHALL BE CONTAINED, MAINTAINED AND ITS CONTENTS DISPOSED OF PROPERLY. NO MATERIAL SHALL BE WASHED INTO THE STREET.
- F. VEHICLES/EQUIPMENT RESPONSIBLE PARTIES MUST ENSURE ALL VEHICLES AND EQUIPMENT ARE MAINTAINED IN GOOD WORKING ORDER. WILL NOT CAUSE OIL, WASH OIL, OIL, OR FUEL TO BE DISCHARGED OR TRACKED OFF-SITE INTO THE STREET.
- G. DRAINAGE PROTECTION AND PERIMETER CONTROL DRAINAGE/SWIFTS THAT RECEIVE STORM WATER MUST BE COVERED OR OTHERWISE PROTECTED FROM RECEIVING SEDIMENT AND OIL. ON ANY DRAIN, AND INCLUDE SLOTTED COVERS, AND FILTERS WHERE APPLICABLE IN A MANNER NOT IMPEDING TRAFFIC OR SAFETY. PROPERLY INSTALLED SIE FENCING OR EQUIVALENT LINEAR CONTROL SHALL BE INSTALLED ALONG SIE PERIMETER TO PREVENT MOVEMENT OF SEDIMENT AND DEBRIS OFF-SITE.
- H. DRAINAGE ALL IMPERVIOUS SURFACES (PARKWAYS, STREETS) SHALL BE PHYSICALLY SHEPT (SIE) (WASHED OR HOSED DOWN), AND MAINTAINED FREE OF DEBRIS AND ACCUMULATION OF OIL AND TRACKING OFF-SITE.
- I. DEBRIS/DIRT NO DEBRIS/DIRT IS ALLOWED FROM CONSTRUCTION SITES UNLESS DISCHARGE IS AN EXCEPTION TO THE DISCHARGE PROHIBITION PER CITY CODE OR STATE REGULATIONS EXCEPT AS SPECIFIED FOR ASHP DRAINAGE. EXISTING DRAINAGE/STORM MUST BE PROTECTED/CLEARED BY THE CITY AND NEARBY REGULATORY AGENCIES.
- J. STORM WATER MIXED WITH NON STORM WATER WILL BE TREATED AS NON STORM WATER.



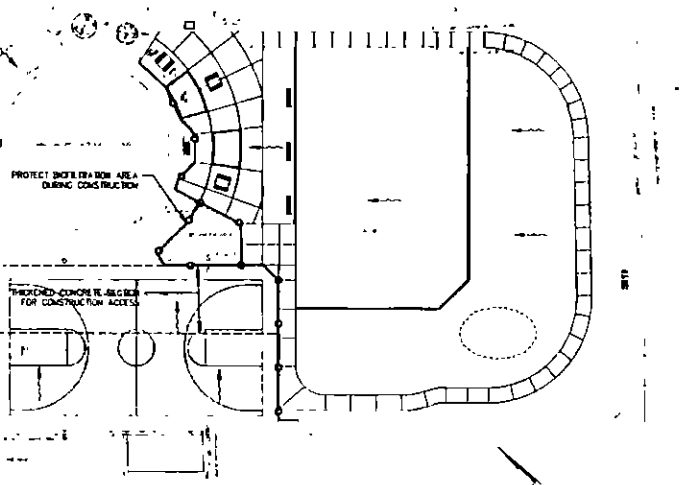
1. STORM DRAIN INLET PROTECTION
SCALE: NONE



2. TEMPORARY COVER ON STOCKPILE
SCALE: NONE



3. FIBER ROLL
SCALE: NONE



4. TEMPORARY CONCRETE WASHOUT FACILITY
SCALE: NONE

811
Call before you dig

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 648 3621 WEBSITE: WWW.MONTEREY.ORG

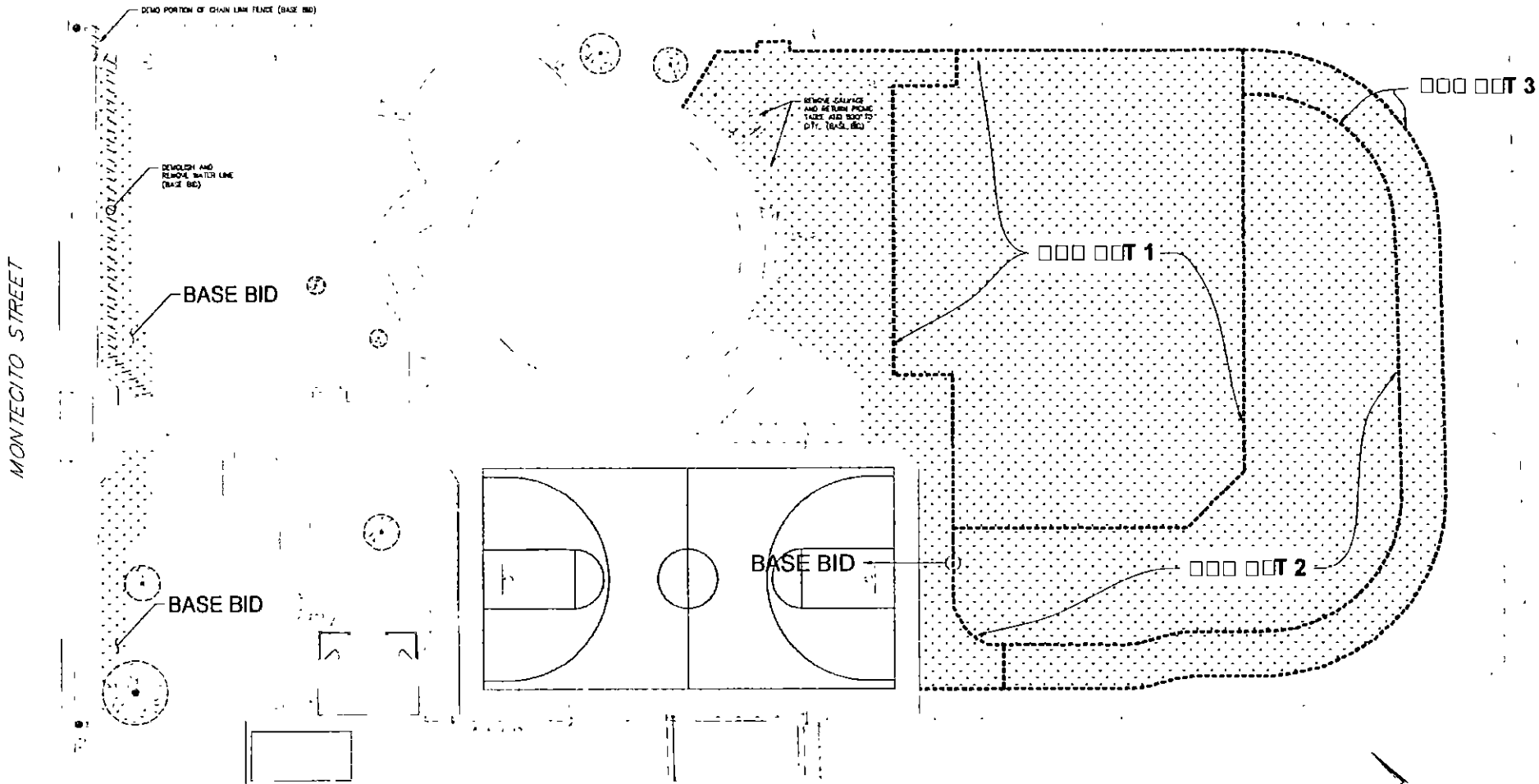
WHITSON ENGINEERS
8 HARRIS COURT • MONTEREY, CA 93940
831 648-5223 • FAX 831 373-5065
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT

DESIGNED BY	NO.	DATE	REVISION
ACI			
ADL			
ORR			
ORR			
ORR			

MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
PROJECT NO. 2011112
EROSION AND SEDIMENT CONTROL PLAN

DATE: AS NOTED
DATE: 8/20/17
SHEET: **C-2**
SHEET 2 OF 14

BASE BID



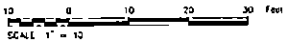
EARTHWORK QUANTITIES

ITEM	BASE BID	ADD ALT 1	ADD ALT 2	ADD ALT 3
EARTHWORK (CY)	70	80	SEE NOTE 1	35
CLEAR AND GRUB (SF)	3,600	8,400	3,200	1,900

NOTE:
1 SMOOTH SURFACE PER DIRECTION OF THE CITY ENGINEER

LEGEND

- - - - - CLEAR AND GRUB 2'- DEPTH
- NO ITEM BOUNDS
- - - - - TEMPORARY TREE PROTECTION



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831 848 3921 WEBSITE: WWW.MONTEREY.ORG

WHITSON ENGINEERS
 6 Home Court - Monterey, CA 93940
 831 849-5235 • Fax 831 373-5065
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



REVISION	DATE	BY

MONTECITO PARK ENTRY AND SEATING INSTALLATION
AND PHASE 2 SITE IMPROVEMENTS
 PROJECT No. 3211717
DEMOLITION PLAN

DATE: A3 04/10
 DATE: 9/20/17
 SHEET: **C-3**
 SHEET 3 OF 14



GENERAL NOTES

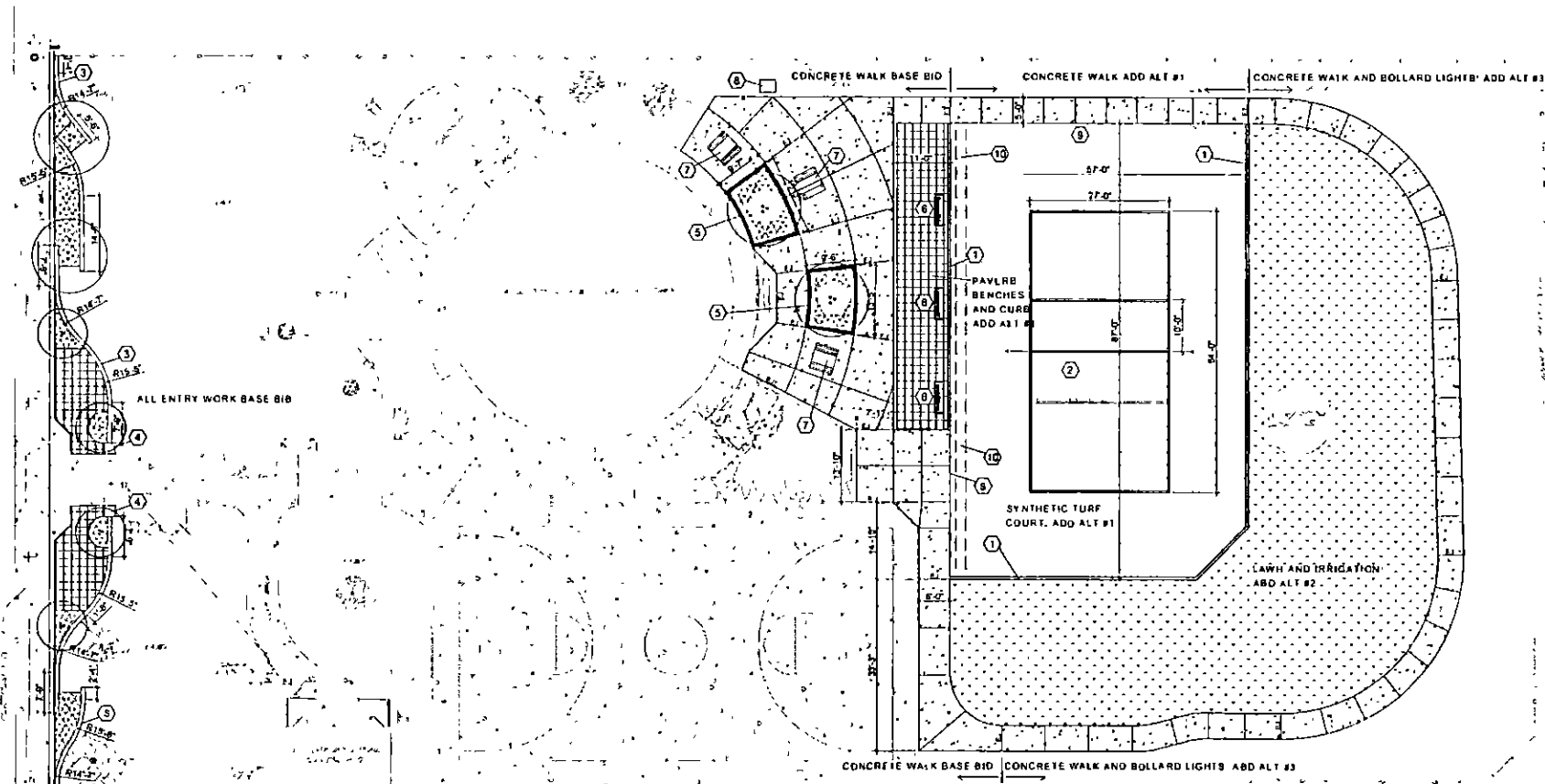
1. Working surfaces shall comply with CBC 118-603 Working Surfaces. All finishes shall be slip resistant.
2. Rectangular utility covers shall be installed parallel to curbs / edges of streetswalks. Slopes in place paving areas shall be installed parallel to jointing patterns. Review locations in the field with the Engineer prior to installation.
3. Volleyball coping shall be 2" wide, white as shown. Verify layout with Owner.
4. Site Furniture:
 - Tables shall be Dukor model #76 Series PL-3. Castor plastic finish, surface mount, 3 total.
 - Benches shall be Dukor model #11 Series PL. Castor plastic finish, 6' length, seat embedment, 5 total.
 - BBO shall be Dukor model #24-00 Dual Level G88, post embedment, 1 total.
 - Volleyball system shall be www.volleyballusa.com model #UV-6000 complete system with poles, net, hardware and optional ground sleeves and caps or approved equal.

REFERENCE NOTES

- ① Planter Curtz See (73.3) ADD ALT #1
- ② Volleyball posts and netting See (73.3) ADD ALT #1
- ③ Entry Wall CMU and plaster See Sheet L-3.3 BASE BID
- ④ Entry Wall Pilaster See (73.3) (73.3) BASE BID
- ⑤ Planter Wall See (73.3) BASE BID
- ⑥ Bench: See General Notes and (73.3) ADD ALT #1
- ⑦ Table: See General Notes and (73.3) BASE BID
- ⑧ BBO: See General Notes and (73.3) BASE BID
- ⑨ Thickness walk edge at curb See (73.3) BASE BID and ADD ALT #1
- ⑩ Drain trench in curb See (73.3) ADD ALT #1

LEGEND

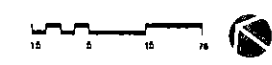
- Concrete Wall, See (73.3) E.J. = Expansion Joint. See Specs. Other joints are Weakwood Plane Joints UCN. See Specs. BASE BID, ADD ALT #1 and ADD ALT #3
- Synthetic Turf Volleyball Court See (73.3) ADD ALT #1
- Concrete Pavers. See (73.3) BASE BID and ADD ALT #1
- Lawn Area. See Planting Plan. ADD ALT #2
- Planter Wall See (73.3) BASE BID
- Planting Area. See Planting Plan. BASE BID
- New Trees. See Planting Plan. BASE BID



PROJECT
MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
 Project # 220117
 Monterey, CA
 Owner: City of Monterey
 ISSUANCE:
 02/20/17 8:00 AM

REVISION

PROJECT NO. 220117
 DATE: Issued/Revised: 02, 2017
 SCALE: 1"=10'-0"
 DRAWN / CHECKED: SLP
 SHEET
CONSTRUCTION PLAN

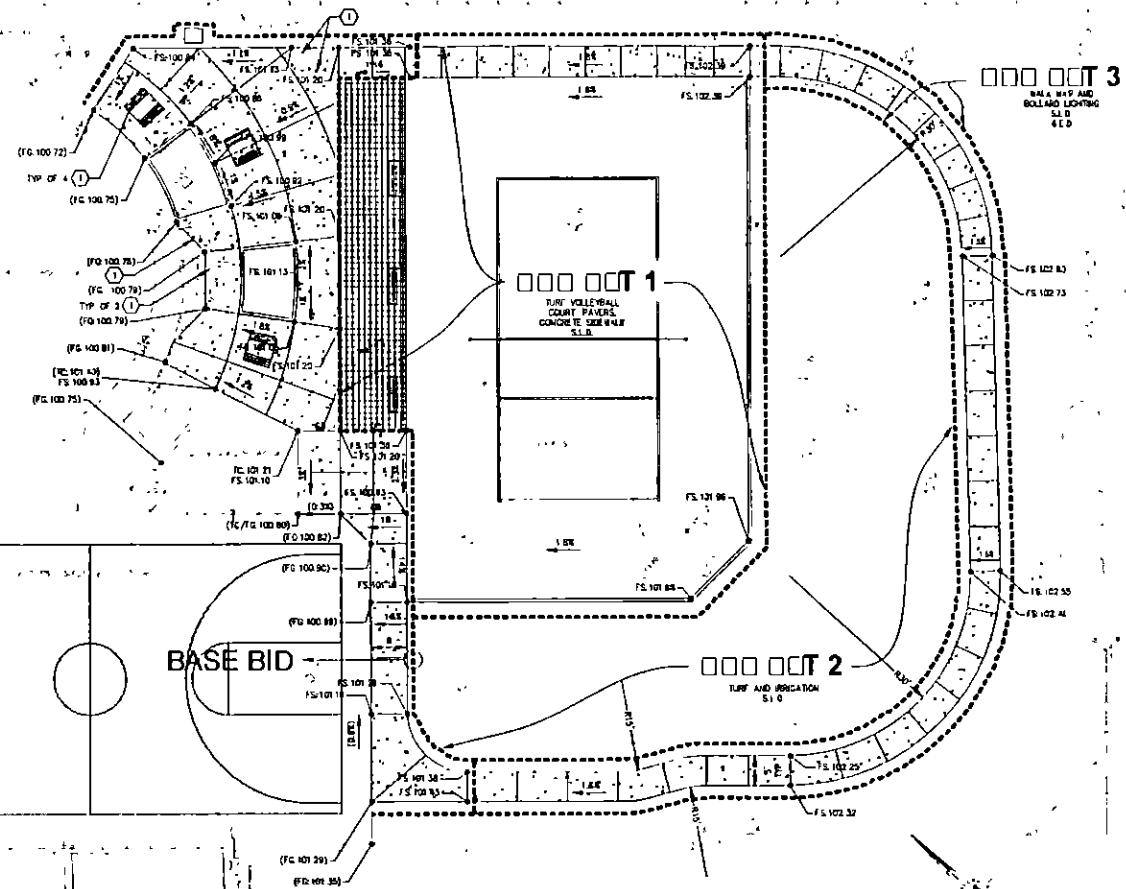
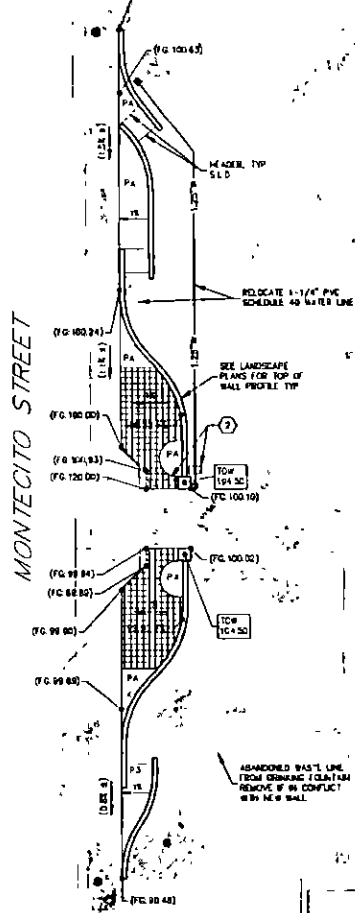


PROJECT NO. 220117
L-1.1

DATE PLOTTED: 04/11/2017

DATE PLOTTED: 04/11/2017

BASE BID



- KEYNOTES**
- ① ADJUST UTILITY BOX TO GRADE
 - ② RELOCATE VALVE AND UTILITY BOX



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL 931 949 3921 WEBSITE WWW.MONTEREY.ORG

WHITSON ENGINEERS
 6 Harris Court • Monterey CA 93940
 931 848-5225 • Fax 931 373-5065
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



NO.	DATE	REVISION

MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
 PROJECT No. 201717
GRADING AND DRAINAGE PLAN

DATE AS NOTED
 9/20/17
C-4
 SHEET 5 OF 14

GENERAL NOTES

- 1. GUARANTEE.**
Guarantee the irrigation system for one year from date of acceptance.
- 2. VERIFICATION:**
For existing systems design is based on 55 PSI available and 23 GPM *allowance* based on pipe size at discharge outlet of point of connection. Verify same and notify Engineer/Architect if such data adversely affects the operation of the system. Such notice shall be made in writing and prior to commencing any irrigation work.
- 3. UTILITIES.**
Verify location of all on-site utilities. Restoration of damaged utilities shall be made to the satisfaction of the Engineer/Architect, and at no additional cost to the Owner.
- 4. SCHEMATIC.**
System features are shown schematically for graphic clarity. Install all piping and valves in common trenches where feasible and inside planting areas adjacent to walkways and inside medians whenever possible.
- 5. SPECIFICATIONS.**
See irrigation specifications for additional information.
- 6. CODES.**
Irrigation system shall be installed in accordance with all local codes and manufacturer's specifications. Notify Engineer/Architect by letterhead and in writing of any conflicts prior to installation.
- F. QUICK COUPLING VALVES:**
Install on double swing joint. Locate 12" away from edge of walks, walls, curbs and headerboards within planting areas. Provide one swivel hose end.
- B. CHECK VALVES.**
Install in-head check valves for sprinklers and in-line check valves in drip irrigation supply lines, as required to minimize line siphonage. Allow in bid price an amount sufficient to provide and install additional check valves to accommodate any necessary field changes.
- B. SLEEPING**
Adequately size 3/4" 40 PVC pipe for all wiring and irrigation lines installed under paving areas and that pass through drainage trenches with drain rock. Install (with ends clearly marked above grade) at the necessary depth prior to the construction of paving areas or field bases. Sleeving to extend 12" from edge of paving or drainage trench into adjacent sidewalk. No unless at piping angle-bands, 90-degree bends, or joints shall be allowed under paving.

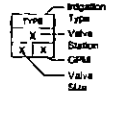
- 10. HEAD ALLOWANCE.**
Allow in bid price an amount sufficient to provide and install an additional 5' sprinkler head of each type specified on plan to accommodate field changes. These heads shall be located as directed by the Engineer/Architect. Deliver to the owner any unused additional heads at the end of the maintenance period.
- 11. FIELD VERIFICATION:**
Field verify dimensions of all planting areas to receive sprinkler irrigation. Determine nozzle pattern (1/2" head, 1/4" head, Adjustable No. etc.) based on field conditions. Adjust all nozzles in field for optimal coverage and to prevent overspray onto walks, paved areas, building, etc.
- 12. VALVE TUNING**
For sprinkler circuits adjust low control on valves. If required to optimize coverage and minimize misting.
- 13. POP-UP HEIGHT**
Use 8" pop-up sprays in sod areas and 12" pop-up sprays in the remaining planting areas, unless otherwise noted. See Legend for Pop-up rotor height.
- 14. POP-UP LOCATION:**
Distance of pop-up sprinkler from paving or headerboard to equal to:
 1. Minimum 24" if adjacent non-permeable surface drains away from planting
 2. 2" / Pop-up height if adjacent non-permeable surface drains entirely in planting
 3. 2" / Pop-up height if adjacent surface is permeable and no runoff occurs
- 15. PRESSURE REGULATION**
All sprays shall be installed with pressure regulating screens (PRS).
- 20. FLUSH (E) MAIN:**
Upon completion of connection to (E) main, allowing for solvent setup, flush main line and existing main by flushing nearest quick-coupler downstream of P.O.C. on existing main.

- REFERENCE NOTES**
- 1) Relocate existing valves to remain to lawn area adjacent to new walk.
 - 2) Not used.
 - 3) Install new drip lateral in 2" sleeve.
 - 4) Existing controller location.
 - 5) Adjust regulator for optimum pressure output 50-65 psi discharge.

PIPE SIZING CHART - SCHEDULE 40 POINT-SOURCE DRIP SUPPLY LINES

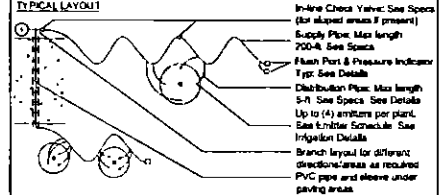
Zone / Partial Zone Flow	Pipe Size
0-4 GPM	PVC 3/4"
5-13 GPM	PVC 1"
15-22 GPM	PVC 1-1/4"
22-30 GPM	PVC 1-1/2"
30-38 GPM	PVC 2"
50-75 GPM	PVC 2-1/2"

3/4" is minimum pipe size for rotor pipe string, see Plans - do not use this chart.



DRIP IRRIGATION POINT-SOURCE TYP. SCHEMATIC DIAGRAM

EMITTER SCHEDULE	1 gal.	2 gal.	3 gal.	5 gal.	15 gal.	24" diam.
1	1	1	1	1	1	1
2	1	1	1	1	1	1
3	1	1	1	1	1	1
4	1	1	1	1	1	1



LEGEND

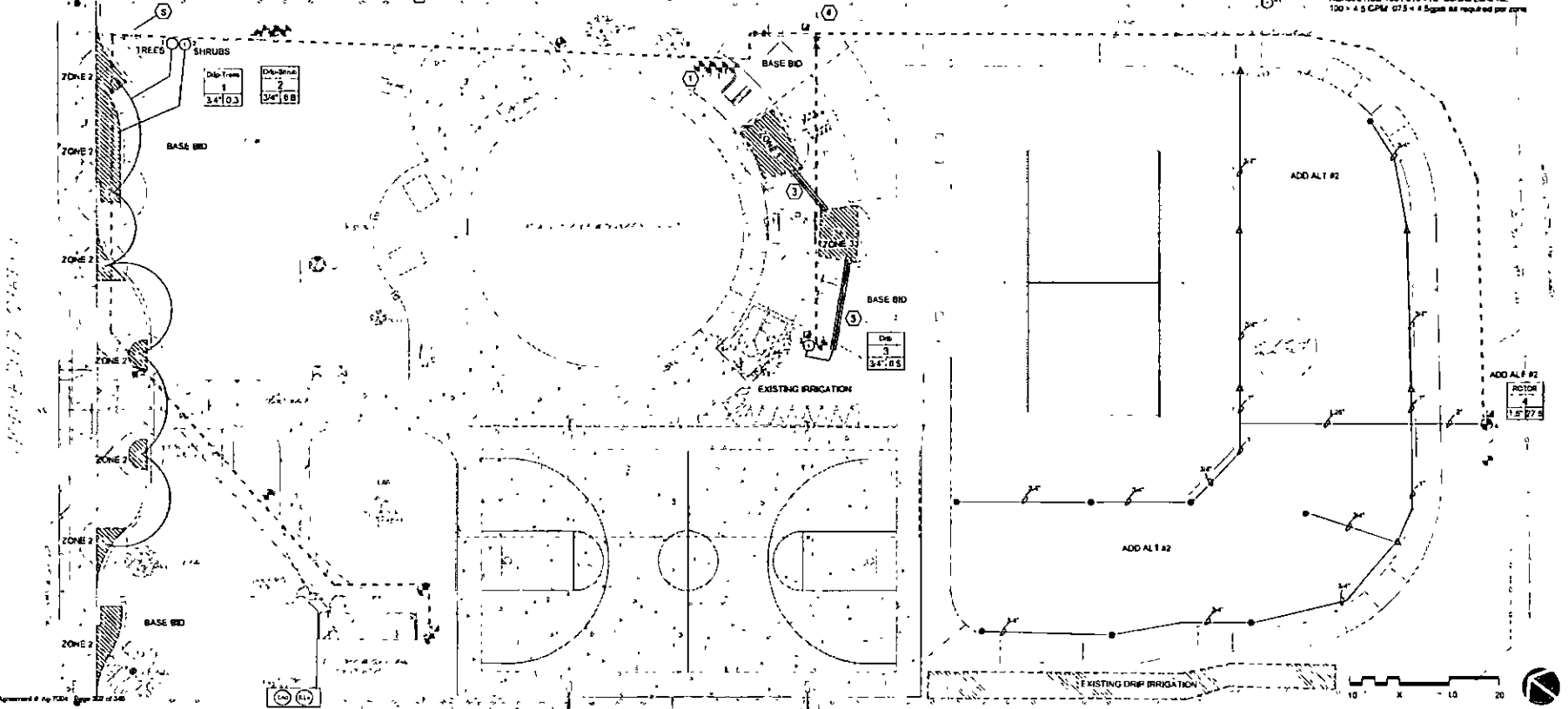
- SYMBOL MANUFACTURER DESCRIPTION**
- Rainbird Lateral Line / Drip Irrigation Supply Line: 1/2" min. cover 24" under paving Sch 40 Class per Specs. See chart for size.
 - Rainbird PEB Remote Control Valve: Size as shown on plan.
 - Rainbird 3/4" Quick Coupler: Single leg, 2-pc body, backing cover
 - King Brothers (kb) Full Port, True Union, PVC Ball Valve: Line Size
 - Existing mainline to remain
 - Existing Remote Control and Shut-Off Valves to Remain

LEGEND - SPRINKLERS

SYMBOL	MANUFACTURER / DESCRIPTION	PSI	GPM	RAD.	PREL.P. In/hr
○	Hunter MP1000	40	0.2-0.75	14	0.45
○	Hunter MP2000	40	0.4-1.5	20	0.45
○	Hunter MP3000	40	0.8-3.0	30	0.45
○	Hunter MP3500	40	1.3-3.5	35	0.45

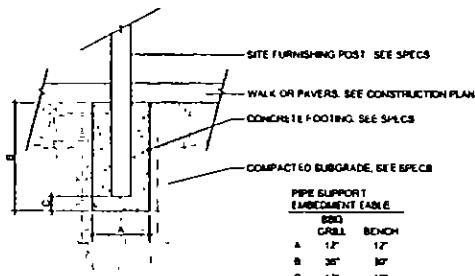
LEGEND - DRIP IRRIGATION

- SYMBOL MANUFACTURER DESCRIPTION**
- Zone designation
 - POINT-SOURCE 3/4" (Ø 8.87) I.D. PE supply pipe w/ flush ports & 1/2" I.D. FlexPVC distribution pipes. See drip irrigation typical layout below. See Specs. See Irrigation Details. Emitters: 1/2" FPT, 1.0 GPM pressure compensating w/ check-valve, Sakro Pro-Spec Emitters
 - Rainbird RC2-100 / 0.15-PRF Control Zone Kit, 100 x 4.5 GPM @ 7.5 x 4.5 gpm as required per zone



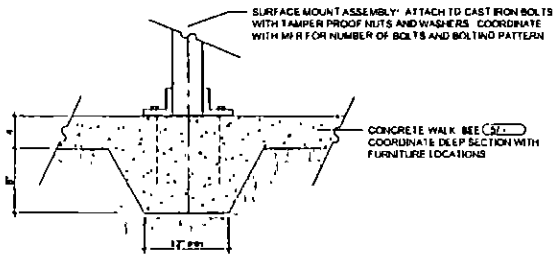
PROJECT
 MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
 Project # 201117
 Monterey, CA
 Owner: City of Monterey
 BILLINGS
 6/20/17 8:00 AM
 Drawing 14 Date: 10/20/17

PROJECT #2: 1429
 DATE: September 20, 2017
 SCALE: 1" = 10'-0"
 DRAWN / CHECKED: SML / SML
 SHEET
IRRIGATION PLAN

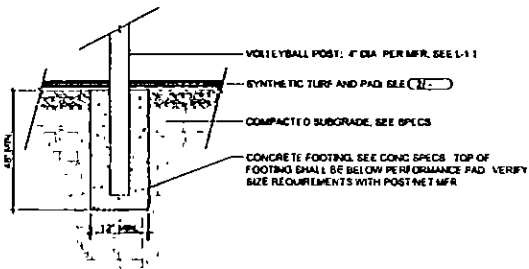


9 Site Furniture Footing Embedment
NTS

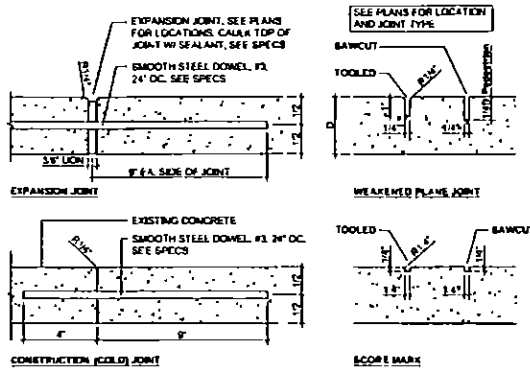
INSTALL SITE FURNISHINGS PER BUILDING CODES, BBO AND TABLES 11B-602, HEIGHT 20'-34", 11B-308 3" KNEE CL CLEARANCE 37" MIN HEIGHT, 11" DEEP BENCHES, 11B-603, SEAT HEIGHT 17'-19"



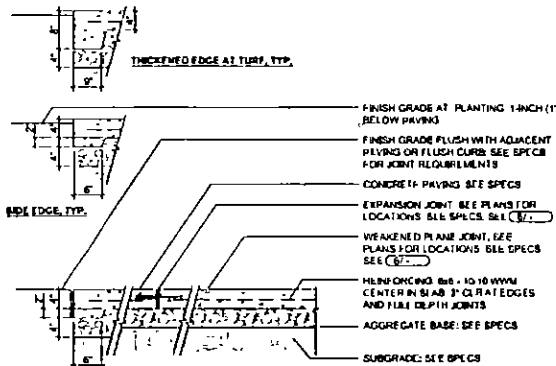
8 Site Furniture Surface Mount
NTS



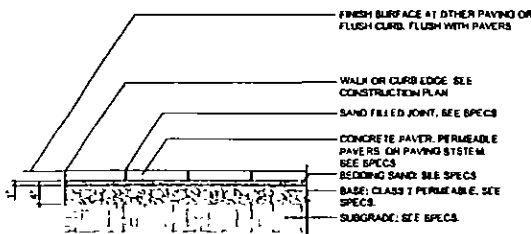
7 Volleyball Post Footing
NTS



6 Concrete Joints, Typical
1" = 1'-0"

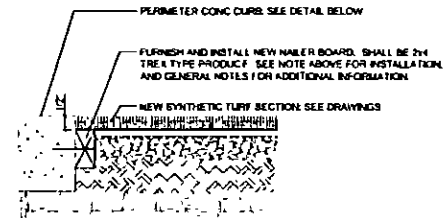


5 Pedestrian Concrete Paving
1" = 1'-0"

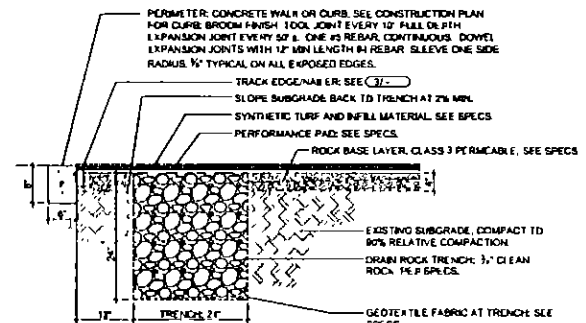


4 Concrete Pavers
NTS

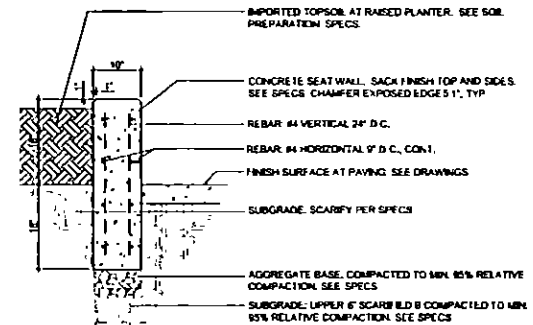
HAIR BOARD INSTALLATION: THE BOARD SHALL BE INSTALLED TO THE CONC CURB WITH A NAIL GUN AND 3" NAILS 24" ON CENTER. EACH END OF THE BOARD ON STRAIGHT RUNS, AND INCLUDING THE CENTER ON CURVED RUNS, SHALL BE SECURED WITH A 3/4" DIA. BY 3 1/2" LONG EXPANSION BOLT WITH LEAD BELT. CORE SHALL INTO CURB AND TIGHTEN BOLT TO THE BOARD MAINTAIN 1/4" GAP BETWEEN CONSECUTIVE BOARDS FOR EXPANSION. THE HAIR BOARD SHALL BE INSTALLED ON THE ENTIRE EXISTING PERIMETER EDGES OF NEW SYNTHETIC TURF.



3 Synthetic Turf Nailer
NTS



2 Synthetic Turf Section
1" = 1'-0"



1 Concrete Planter Wall
1" = 1'-0"

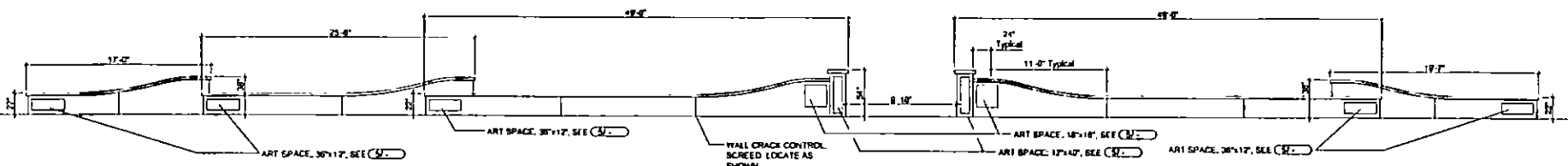


REVISION

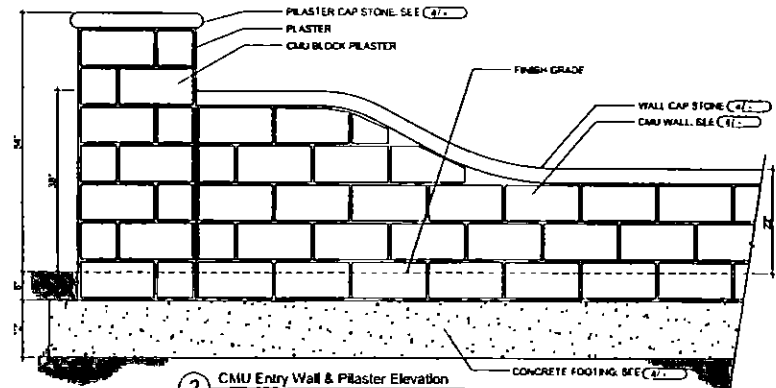
PROJECT NO. 16579
DATE: September 28, 2017
SCALE: 1" = 12'-0"
DRAWN (CHECKED) BY: JF
DATE: 11/1/17

CONSTRUCTION DETAILS

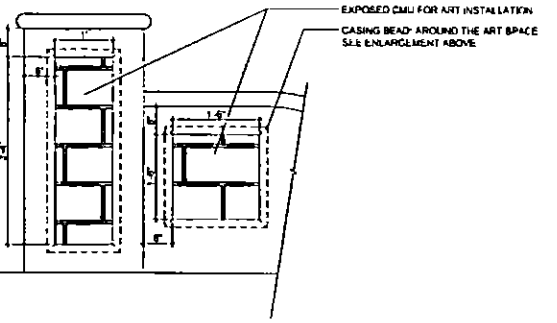
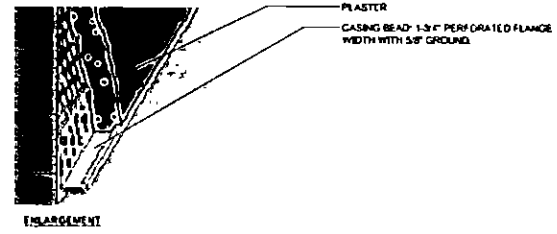
DATE: 11/1/17



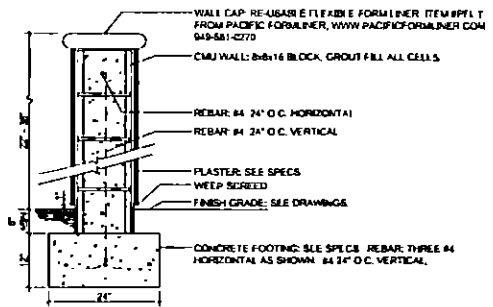
3 Entry Wall Entire Elevation
 NTS



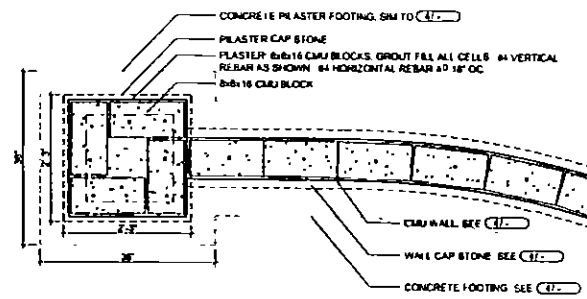
2 CMU Entry Wall & Plaster Elevation
 1" = 1'-0"



5 Art Space
 1/4" = 1'-0" / 1/8" = 1'-0"



4 Wall Section
 1" = 1'-0"



1 CMU Entry Wall & Plaster Plan
 1" = 1'-0"

PROJECT
MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
 Project # 3201117
 Monterey, CA
 Owner: City of Monterey
 DATE: 8/20/11 BID SET
 Drawing File No: 4782011

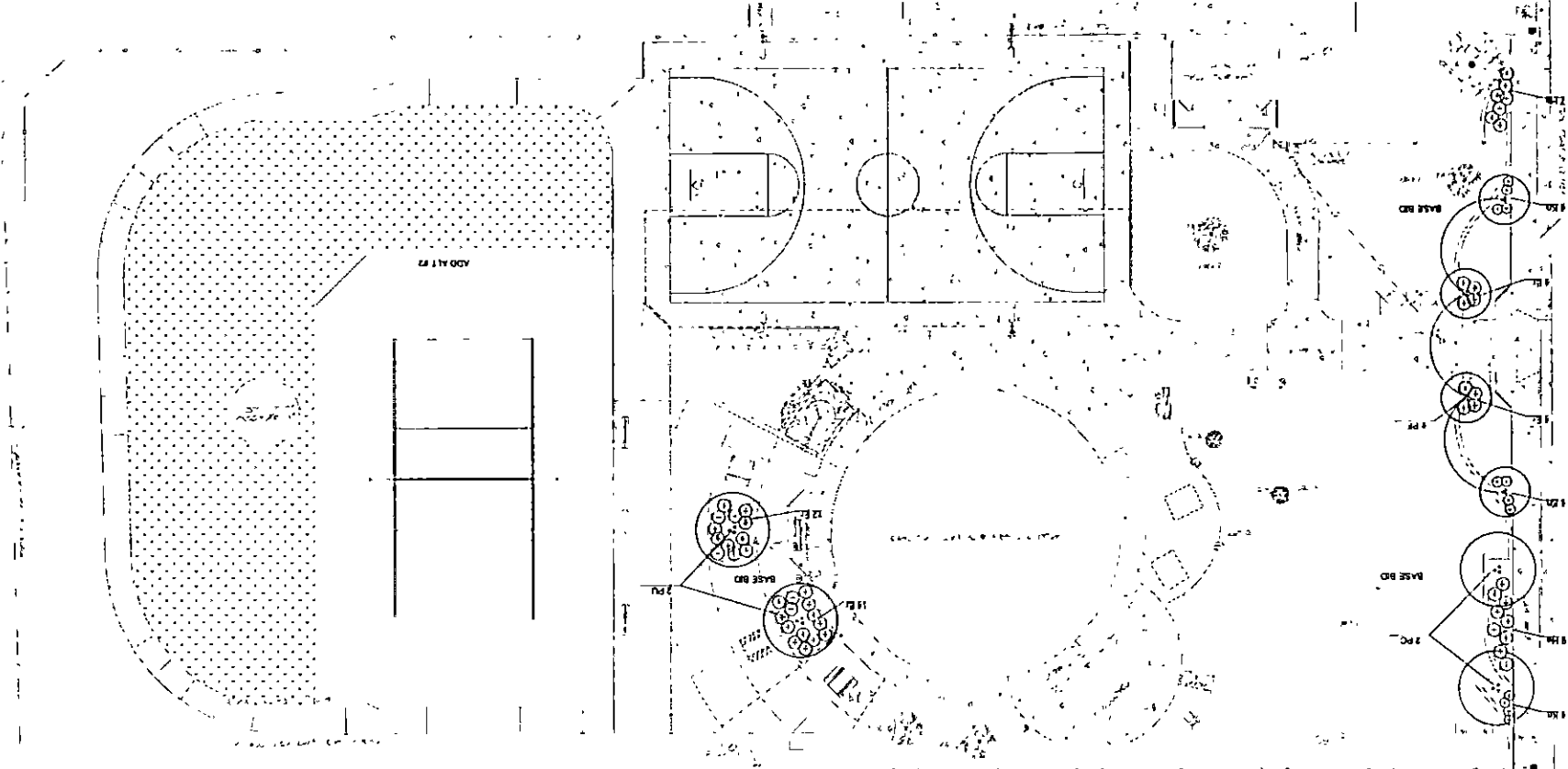
REVISIONS
 PROJECT NO: 3201117
 DATE: September 28, 2011
 SCALE: 1" = 1'-0"
 DRAWN / CHECKED: BSAF / BSAF
 DATE: 8/20/11

CONSTRUCTION DETAILS

PROJECT
 MONTECITO PARK
 ENTRY AND SEATING
 INSTALLATION AND
 IMPROVEMENTS
 PHASE 2 SITE
 APPROVEMENTS
 PLANS & DETAILS
 Orange, CA
 09/01/2017
 09/01/2017
 09/01/2017



BFS
 LANDSCAPE
 ARCHITECTS



PLANT LEGEND

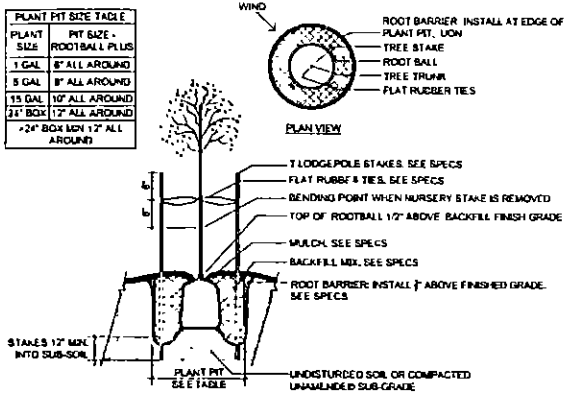
SYMBOL	COMMON NAME	SIZE CHARACTER
⊙	Flower's Prunella	27" max Standard
⊙	Western Box	27" max Standard
⊙	Chamisa Tree	24" max
⊙	Madroño Shrub	1' dia
⊙	Blue Oak Grass	1' dia
⊙	Red Hat Yucca	1' dia
⊙	Flower's Prunella	27" max Standard
⊙	Western Box	27" max Standard
⊙	Chamisa Tree	24" max
⊙	Madroño Shrub	1' dia
⊙	Blue Oak Grass	1' dia
⊙	Red Hat Yucca	1' dia

GENERAL NOTES

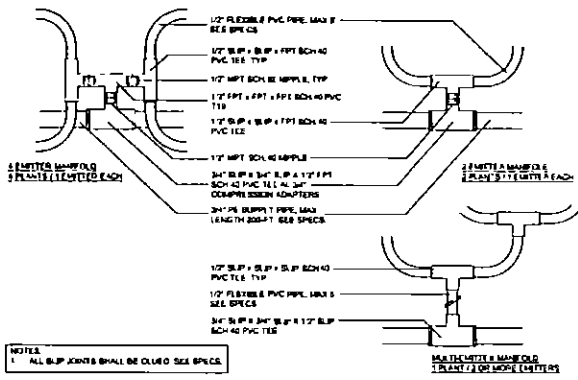
- See Specifications for materials and quantities providing, but not limited to, all quantities, quantities, regional, western, mountain, and north-south.
- Provide plants in all planting areas.
- Use Specifications for materials and procedures including plant size and spacing. See also Details.
- Install and water plants around trees during winter 5% of landscape, with and care, and in all plants in paved areas. See landscape and detail (11.1).
- All trees planted in area shall have reported typical balled and boxed on the details and specifications.

11.1

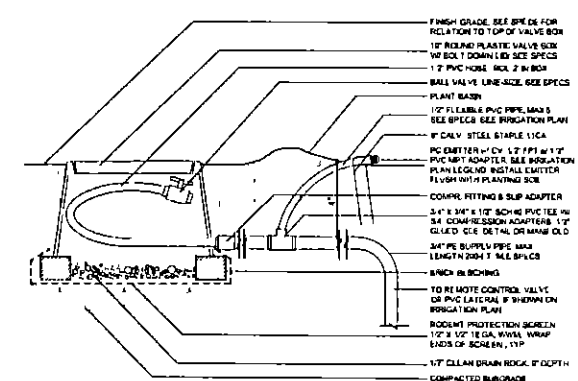
PLANT PIT SIZE TABLE	PIT SIZE - ROOT BALL PLUS
1 GAL	8" ALL AROUND
5 GAL	8" ALL AROUND
15 GAL	10" ALL AROUND
21" BOX	12" ALL AROUND
24" BOX	12" ALL AROUND



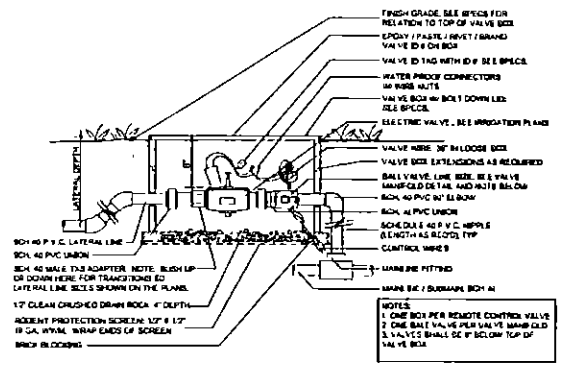
9 Tree Planting & Staking
NTS



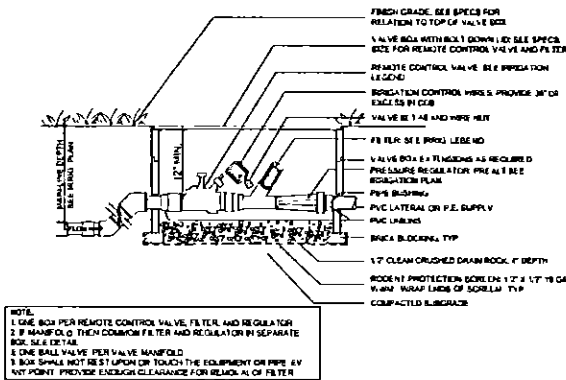
8 Drip Irrigation: FlexPVC Pipe / Emmitter Manifold
NTS



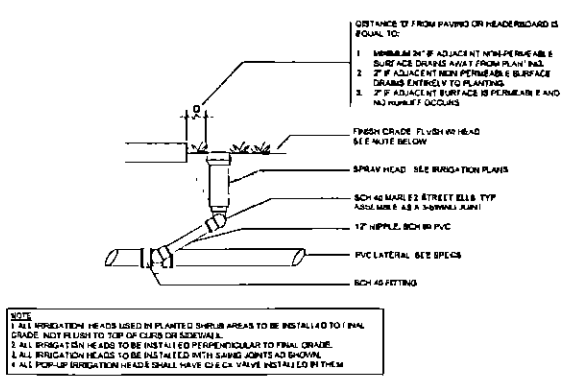
7 Drip Irrigation: FlexPVC Pipe / Emmitter Manifold
NTS



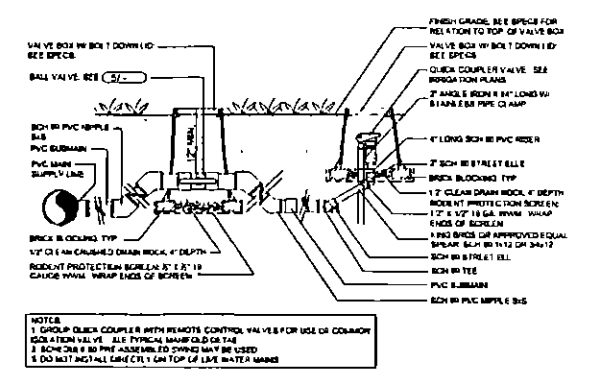
6 Remote Control Valve
NTS



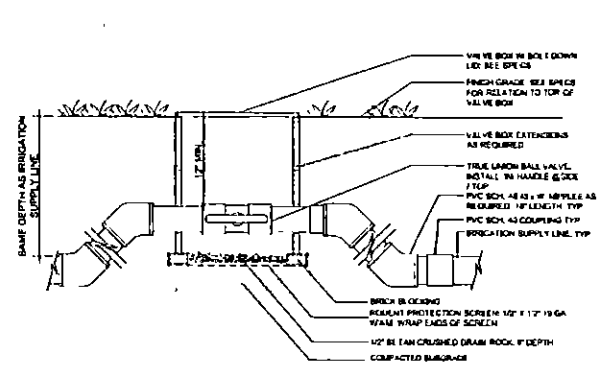
5 Drip Irrigation: Remote Control Valve Assembly
NTS



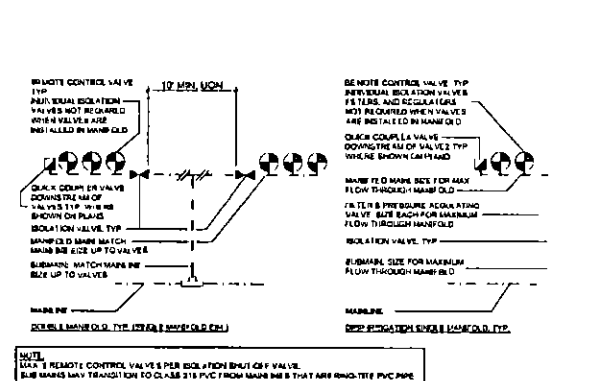
4 Spray/Rotor
NTS



3 Quick Coupler
NTS



2 Ball Valve
NTS



1 Typ. Valve Manifold
NTS



PROJECT
MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
Project # 200117
Monterey, CA
Owner: City of Monterey
ISSUANCE
8/20/17 8:00 AM
Drawing # for Date: 1/5/2017

REVISION:

PROJECT NO. 1629
DATE: September 10, 2017
SCALE: 1/4" = 1'-0"
DRAWING CHECKED: BEAT SHULT
IRRIGATION AND PLANTING DETAILS

OUTDOOR LIGHTING (1)

1. General Information
Project Name: [Blank]
Address: [Blank]
City: [Blank] State: [Blank] Zip: [Blank]
Contract No.: [Blank]
Drawing No.: [Blank]

2. Description of Work
[Blank]

3. Lighting Calculations
[Blank]

4. Notes
[Blank]

OUTDOOR LIGHTING (2)

5. Lighting Calculations
[Blank]

6. Notes
[Blank]

OUTDOOR LIGHTING (3)

Area	Lighting Fixtures	Quantity	Watts		Foot-Candles		Notes
			Actual	Max	Actual	Max	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]

OUTDOOR LIGHTING (4)

7. Notes
[Blank]

OUTDOOR LIGHTING CONTROLS (1)

1. General Information
Project Name: [Blank]
Address: [Blank]
City: [Blank] State: [Blank] Zip: [Blank]
Contract No.: [Blank]
Drawing No.: [Blank]

2. Description of Work
[Blank]

OUTDOOR LIGHTING CONTROLS (2)

Area	Control Type	Quantity	Watts		Foot-Candles		Notes
			Actual	Max	Actual	Max	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	

OUTDOOR LIGHTING CONTROLS (3)

3. Notes
[Blank]

OUTDOOR LIGHTING CONTROLS (4)

Area	Control Type	Quantity	Watts		Foot-Candles		Notes
			Actual	Max	Actual	Max	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	

OUTDOOR LIGHTING POWER ALLOWANCES (1)

1. General Information
Project Name: [Blank]
Address: [Blank]
City: [Blank] State: [Blank] Zip: [Blank]
Contract No.: [Blank]
Drawing No.: [Blank]

2. Description of Work
[Blank]

OUTDOOR LIGHTING POWER ALLOWANCES (2)

3. Notes
[Blank]

OUTDOOR LIGHTING POWER ALLOWANCES (3)

4. Notes
[Blank]

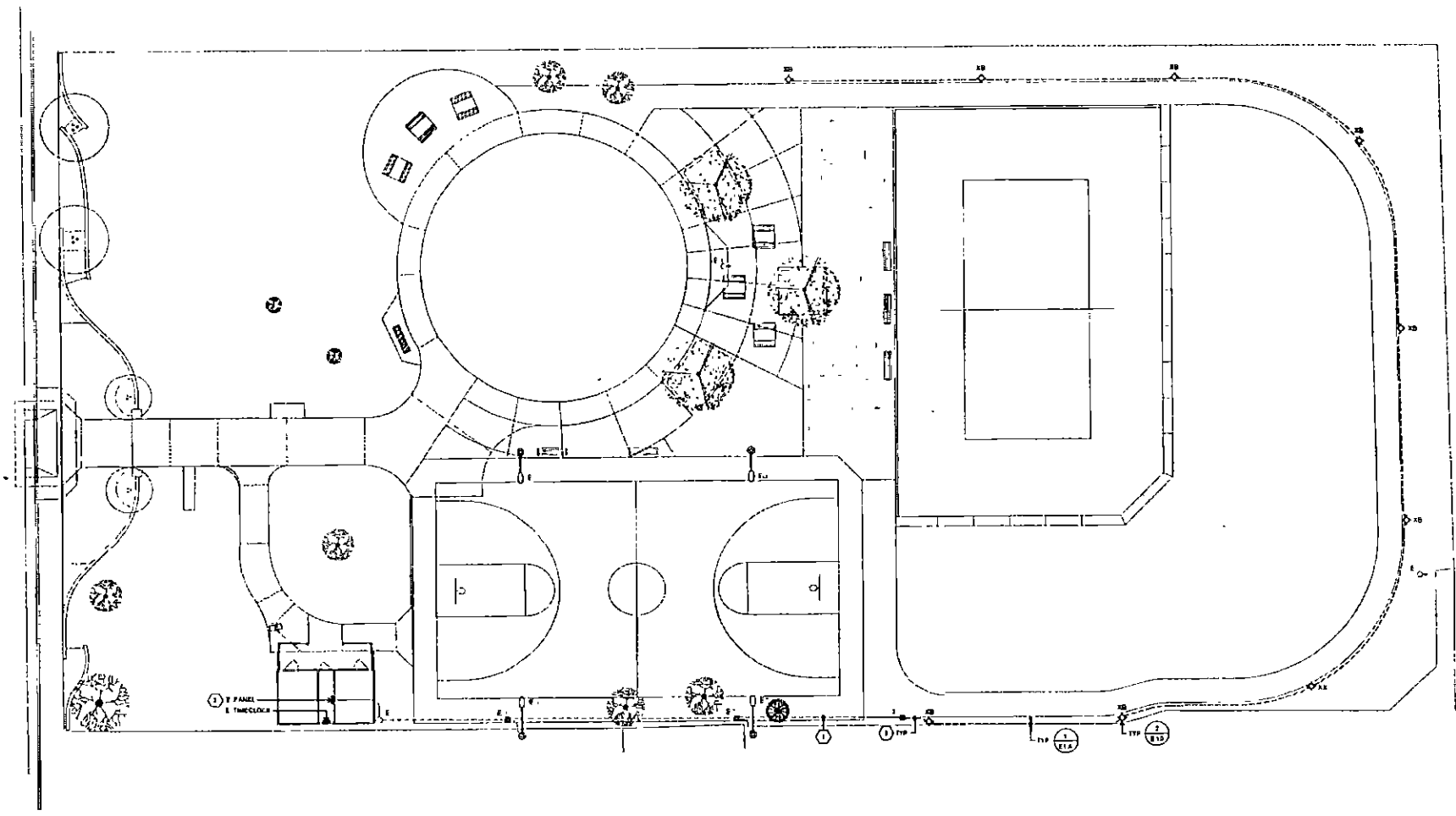
OUTDOOR LIGHTING POWER ALLOWANCES (4)

Area	Power Allowance	Quantity	Watts		Foot-Candles		Notes
			Actual	Max	Actual	Max	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	

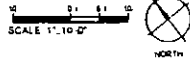


NO.	DATE	BY
[Blank]	[Blank]	[Blank]
[Blank]	[Blank]	[Blank]

- SHEET NOTES**
1. 3" x 4" 10 GND IN EXISTING SPACE P.C. TO EXISTING ELECTRICAL PANEL LOCATED IN RECREATION BUILDING EXHIBIT 1 VIA SPARE COUNTING. (PANEL IN EXISTING TABS CLOZE)
 2. BUS FALL NEW 250A LP BREAKER IN EXISTING SPACE NEW BREAKER SHALL MATCH EXISTING IN TYPE AND MAKE RATING
 3. ETC. 7 LUG - 1 80 GND



GENERAL NOTE
 CONTRACTOR SHALL LOCATE ALL E UNDERGROUND UTILITIES PRIOR TO TRENCHING AND TAKE CARE TO AVOID DAMAGE. CARRYING TRENCHING HAND TRENCH IF NECESSARY TO AVOID TIES & BUDS. CONTRACTOR SHALL MAKE ALL REPAIRS TO DAMAGED UTILITIES AT NO CHARGE TO OWNER.



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL 831 646 3921 WEBSITE MONTEREY.ORG



DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
SCALE	

NO.	DATE	BY	DESCRIPTION

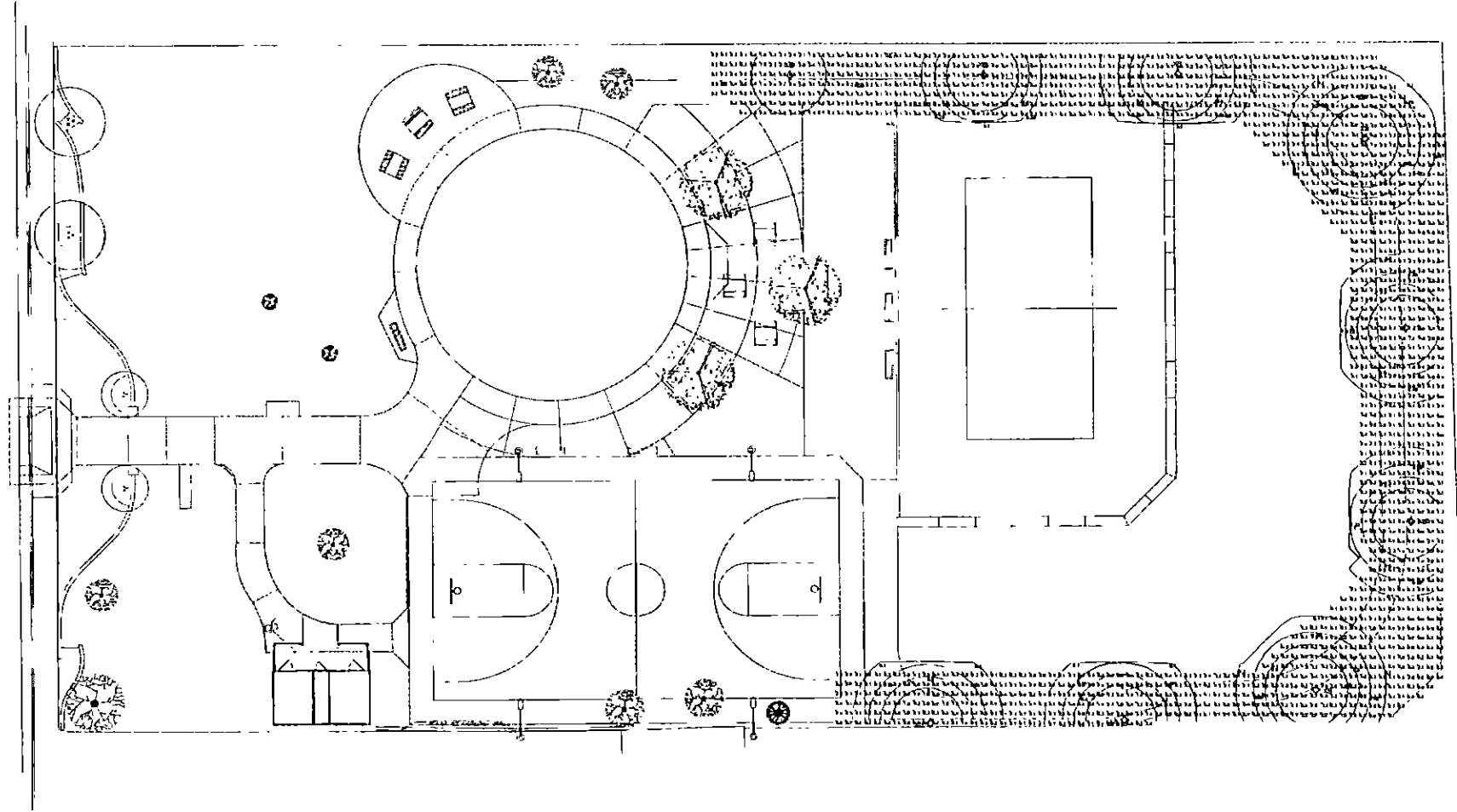
MONTECITO PARK ENTRY AND SEATING
INSTALLATION AND PHASE I SITE IMPROVEMENTS
 PROJECT NUMBER 32/1737
ELECTRICAL SITE PLAN

DATE: OCTOBER 5, 2011
 SHEET: E20
 SHEET COUNT: 13 OF 18

Activity	Symbol	Label	Quantity	Manufacturer	Category Number	Description	Unit	Number	7/Amount	Location Per (Comp)	Light Loss Factor	Height
	◇		1	ARCHITECTURAL AREA LIGHTING	LED-PL-18-120-2W	UNIVERSAL LED BOLLARD WITH FLARED HOOD AND COATED LENS	12 LEDS LUMENS 81 DIM - PZ 4	1	LED-PL-18-120-2W-2A	PZ	1	22

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone 02	◇	1.6 fc	8.7 fc	0.0 fc	N/A	N/A



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL 831 646-3921 WEBSITE MONTEREY.ORG



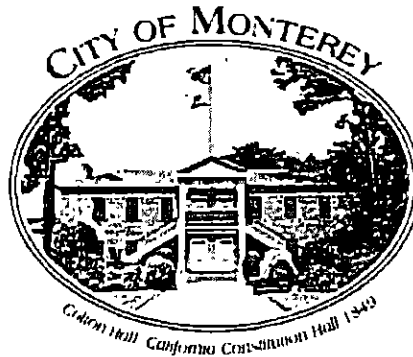
REVISION BY	NO	DATE	DESCRIPTION
MP	---	---	---
CSO	---	---	---
BOB	---	---	---
DATE PLOTTED	---	---	---

MONTECITO PARK ENTRY AND SEATING
INSTALLATION AND PHOTOMETRIC SITE IMPROVEMENTS
 PROJECT # 18-120-2W-2A
PHOTOMETRIC SITE PLAN

SCALE AS NOTED
 DATE OCTOBER 9, 2017
 SHEET E30
 DRAWING 14

REVISED WORK SHEET 14.1.17

APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

**MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS
PROJECT (32N1717)**

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)	N/A
14. Disclosure of Lobbying Activities (if Applicable)	N/A
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	✓
16. Section 3 Certification	✓

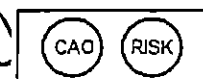
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

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: GRANITE ROCK COMPANY
Company Name

[Signature]
Signature

11/27/17
Date



**MONTECITO PARK ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT
(32N1717)**

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	16200 ⁻	16200 ⁻
2	Storm Water Compliance	1	LS	8000 ⁻	8000 ⁻
3	Traffic Control	1	LS	3125 ⁻	3125 ⁻
4	Clear and Grub	3,600	SF	1.25	4500 ⁻
5	Earthwork	1	LS	37515 ⁻	37515 ⁻
6	Adjust Utility Covers to Grade	10	EA	250 ⁻	2500 ⁻
7	Relocate 1-1/4" PVC Schedule 40 Water Line	1	LS	7750 ⁻	7750 ⁻
8	Pedestrian Concrete Pavement	2,222	SF	21 ⁻	46662 ⁻
9	Porous Concrete Pavers	296	SF	52 ⁻	15392 ⁻
10	Concrete Planter Wall	90	LF	375 ⁻	33750 ⁻
11	Entry Wall	1	LS	35000 ⁻	35000 ⁻
12	Furnish and Install Table	3	EA	4125 ⁻	12375 ⁻
13	Furnish and Install BBQ Pits	1	EA	2325 ⁻	2325 ⁻
14	Tree Planting	8	EA	450 ⁻	3600 ⁻
15	Landscape Planting	1	LS	3000 ⁻	3000 ⁻
16	Drip Irrigation	1	LS	15700 ⁻	15700 ⁻
17	Mulch/Soil Preparation	470	SF	3 ⁻	1410 ⁻

18	Record Drawings	1	LS	500 ⁻	500 ⁻
TOTAL BASE BID (ITEMS 1 THROUGH 18) (In Words) <u>Two Hundred Forty Nine Thousand,</u> <u>Three Hundred Four^{Dollars} and zero cents</u>					(In Figures) \$ 249,304 ⁻

ADDITIVE ALTERNATIVE #1

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
19	Clearing and Grubbing	6,400	SF	.65	4160 ⁻
20	Earthwork	1	LS	25500 ⁻	25500 ⁻
21	Synthetic Turf, Pad, and Porous Base	4,840	SF	20 ⁻	96800 ⁻
22	Drain Rock Trench	80	LF	65 ⁻	5200 ⁻
23	Pedestrian Concrete Pavement	285	SF	25 ⁻	7125 ⁻
24	Concrete Perimeter Curb	198	LF	42 ⁻	8316 ⁻
25	Porous Concrete Pavers	648	SF	28.50	18468 ⁻
26	Furnish and Install Bench	3	EA	1825 ⁻	5475 ⁻
27	Volleyball Accessories	1	LS	11500 ⁻	11500 ⁻
TOTAL ADDITIVE ALTERNATIVE #1 (ITEMS 19 THROUGH 27) (In Words) <u>One Hundred Eighty Two Thousand,</u> <u>Five Hundred Forty Four^{Dollars} and zero cents</u>					(In Figures) \$ 182,544 ⁻

ADDITIVE ALTERNATIVE #2

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
28	Clear and Grub	5,290	SF	.75	3967.50
29	Earthwork	1	LS	10250 ⁻	10250 ⁻
30	Spray Irrigation	1	LS	7900 ⁻	7900 ⁻
31	Soil Preparation	5,290	SF	.60	3174 ⁻
32	Sod	5,290	SF	1.30	6877 ⁻

TOTAL ADDITIVE ALTERNATIVE #2 (ITEMS 28 THROUGH 32) (In Words) <u>Thirty Two Thousand, One Hundred</u> <u>Sixty Eight Dollars and 50/cents</u>	(In Figures) \$ 32,168. ⁵⁰
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ADDITIVE ALTERNATIVE #3

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
33	Clearing and Grubbing	1,900	SF	1.25	2375-
34	Earthwork	1	LS	6500-	6500-
35	Pedestrian Concrete Pavement	1,077	SF	22-	23694-
36	Light Fixture Type "XG" (Bollard & Concrete Base Included)	9	EA	2260-	20340-
37	In Grade Pull Boxes	1	EA	500-	500-
38	3/4" PVC Schedule 40	350	LF	3.10	1085-
39	Conductor - #8 AWG (THHN/THWN)	1,050	LF	1.10	1155-
40	Electrical Conduit Excavation trenching	350	LF	18.30	6405-
TOTAL ADDITIVE ALTERNATIVE #3 (ITEMS 33 THROUGH 40) (In Words) <u>Sixty Two Thousand, Fifty Four</u> <u>Dollars and zero cents</u>					(In Figures) \$ 62,054-

GRAND TOTAL BID

TOTAL BID (ITEMS 1 THROUGH 40) (In Words) <u>Five Hundred Twenty Six Thousand,</u> <u>Seventy Dollars and 50/cents</u>	(In Figures) \$ 526,070. ⁵⁰
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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 40).



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.: 22, Class: A, B, w/Haz, Expiration date: April 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.: 1000000239

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

Santa Cruz COUNTY, CALIFORNIA, ON November 27, 2017.

Name of Firm: GRANITE ROCK COMPANY
Address: 5225 Hellyer Avenue, Suite 220, San Jose, CA 95138
Telephone: 408.574.1400
Email: 408.365.9548

(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

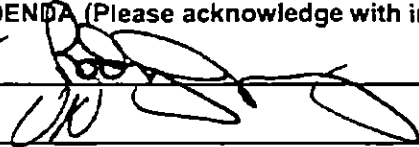
Rodney Jenny, Executive Vice President
Printed Name and Title

ACKNOWLEDGEMENT OF ADDENDA

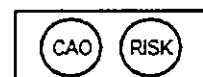
The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

- 1.  _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

- _____ 11/8/17
- _____ 11/22/17
- _____
- _____
- _____
- _____

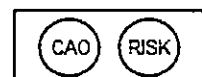




BIDDER'S STATEMENT OF QUALIFICATIONS

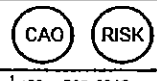
The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
Please see attached project experience list.				

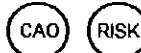


GRANITE ROCK COMPANY

Date	JOB	Description	Customer	Type of Work (Use Drop Down Menu)	Contact	Phone	Address	Contract Value
2017	8103	Lauret Glen Rd Dewatering	County of Santa Cruz	Earthwork	Cansa Duran	(831) 477-3955	701 Ocean St., Room 410, Santa Cruz, CA 95060	200,382 00
2017	6048	Pleasanton Valley Hopyard CIR	City of Pleasanton	CIR	Huy Ho	(925) 931-5663	123 Main Street, Pleasanton, CA 94566	578,400 00
2017	6047	Pleasanton Valley Ave & Hopyard	City of Pleasanton	Overlay - City	Huy Ho	(925) 931-5683	123 Main Street, Pleasanton, CA 94568	1,424,860 00
2017	6027	Santa Cruz Eco Emg Grnd & Pavo	County of Santa Cruz	Overlay - City	Dawne Harmon	(831) 477-3919	701 Ocean Street, Santa Cruz, CA 95060	417,837 00
2017	6021	Montsrey Co Side MM 13 5	County of Monterey	Earthwork	Joss Gomez	(831) 755-4818	168 W. Alisal St. 2nd Floor, Salinas, CA 93901	852,818 00
2017	5995	Hwy 17 Slide Repair	Caltrans - Contract 05 1J0804	Earthwork	Tim Richards	(805) 549-3097	1727 30th St., Sacramento, CA 95818	208,977 00
2017	5979	Emergency Big Sur	Caltrans - Contract 05-1H7704	Earthwork	Tim Richards	(805) 549-3097	1727 30th St., Sacramento, CA 95818	220,874 00
2017	5981	Sport Drive Rehab Vallejo	City of Vallejo	Overlay - City	Gary Cullen	(707) 648-5403	555 Santa Clara St., Vallejo, CA 94500	538,848 00
2017	5927	Salsipuedes Creek Live Emerge	County of Santa Cruz	Earthwork	Cansa Duran	(831) 454-2160	701 Ocean Street, Santa Cruz, CA 95060	202,501 00
2017	5922	SC Fall 2018 Overlay CIR	City of Santa Cruz	CIR	Ricardo Valdes	(831) 420-5188	890 Center Street, Room 201, Santa Cruz, CA 95060	216,556 00
2017	5849	Hwy 152 - PCC Slab Replacement	Caltrans - Contract 04-1A2004	Highway Constr (Non-Ob)	Nkesh Pandya	(408) 562-3433	1727 30th St., Sacramento, CA 95818	1,183,419 00
2017	5819	Measure Q Pave Repair 4	City of Concord	Overlay - City	Mano Camoronagan	(925) 071-3021	1950 Parkside Dr., Concord, CA 94519	1,389,185 00
2017	5802	Halfyer Pavement Rehab	County of Santa Clara	CIR	Khoa Vo	(408) 494-1329	101 Skyport Drive, San Jose, CA 95110	337,404 00
2017	5798	HWY 1 & Imjn	City of Marina	Highway Constr (Non-Ob)	Edna Delos Santos	(831) 884-1205	209 Cypress Lane, Marina, CA 93033	641,890 00
2017	5708	Emergency Montara Beach	Caltrans - Contract 04-1K6504	Earthwork	Marcus Washington	(650) 222-7516	1727 30th St., Sacramento, CA 95818	868,370 00
2017	5708	Pajaro Live Emergency Work	County of Santa Cruz	Earthwork	Phayana Aramkul	(831) 758-7903	701 Ocean St., Rm 400, Santa Cruz, Ca 95060	797,775 98
2017	5588	Hwy 101 Greenfield to Gonzales	Caltrans - Contract 05 1F69U4	Highway Constr (Non-Ob)	Peter Mututwa	(805) 471-2108	1727 30th St., Sacramento, CA 95818	22,809,971 00
2016	5826	Hartley-Rockville Road Shoulder	County of Solano	Overlay - City	Nickolas Burton	(707) 784 6765	675 Texas St., Suite 5500, Fairfield, CA 94533 8342	872,040 00
2016	5818	Measure Q Pave Repair Project 3	City of Concord	Overlay - City	Mano Camaronagan	(925) 871-3021	1950 Parkside Dr., Concord, CA 94519	623,333 08
2016	5795	Son Ardo Poachtree Road Bridge	County of Monterey	Structure Concrete	Billy Issa	(831) 755-4800	168 W Alisal St., Salinas, CA 93901	1,423 358 00
2016	5786	Hegnard Creek Erosion	Santa Clara Valley Water District	Structure Concrete	Tim Brammer	(408) 234-9330	5750 Almaden Expressway, San Jose, CA 95118	372,884 00
2016	5729	Berkley Street Rehabilitation	City of Berkeley	Street Reconstruct	Wendy Wong	(510) 981-6429	1474 Center St. 4th Floor Berkeley, CA 94704	5,475,941 00
2016	5708	So San Francisco 2015 Pavement Rehab	City of South San Francisco	Overlay - City	Robert Hahn	(650) 829-6660	315 Maple Ave., So San Francisco, CA 94080	1,444,491 00
2016	5688	Downtown San Jose BRT Stations	Santa Clara VTA	Street Reconstruct	Nick Vukcevic	(408) 464-7739	3331 N First St., Bldg A-2, San Jose, CA 95134	1,650,209 00
2016	5684	O'Arrigo Water Line Access	SSB Construction	Commercial Site Work	James Moore	(831) 424-1647	1185 Teravn Ave., Salinas, CA 93901	260,817 00
2016	5674	Pacific Elementary School	Pacific Elementary School District	Schools	Roger Knapp	(831) 428-1189	50 Ocean Street, Davenport, CA 95017	123,823 00
2016	5649	Hwy 280 Overlay Woodside	Caltrans - Contract 04-2J0804	Overlay - Hwy	Fred Booshehn	(650) 222-7241	1727 30th St., Sacramento, CA 95818	16,899,530 00
2016	5648	Hwy 9 Bridge Salsoga	Caltrans - Contract 04-1A3404	Structure Concrete	Eunni Choi	(408) 282-0226	1727 30th St., Sacramento, CA 95818	1,768 172 00
2016	5635	VTA Emergency Alum Rock Overlay	Santa Clara VTA	Overlay - City	Rodney Cortez	(408) 654-4251	3331 N First St., Bldg A-2, San Jose, CA 95134	571,684 00
2016	5829	Hwy 1 El Granada	Caltrans - Contract 04-1J5904	Storm	Abdi Abdoleza	(510) 667-6023	1727 30th St., Sacramento, CA 95818	603,287 00
2016	5581	Caltrans Emergency Hwy 17	Caltrans - Contract 04-0K7004	Structure Concrete	Moad Laymoun	(408) 254-5838	1007 Knox Ave., San Jose, CA 95122	1,900,000 00
2018	5584	Piedmont Pavement Project	City of Piedmont	Street Reconstruct	Mike Janet	(510) 420-3050	120 Visia Ave., Piedmont, CA 94611	479,754 00
2016	5578	Hwy 87 @ Virginia St	Caltrans - 04-1SS484	Concrete Work	Eunmi Choi	(408) 232-0223	1727 30th St., Sacramento, CA 95818	159,740 00
2018	5570	Construct Roads/Pavement	Caltrans - Contact 04-3G6804	Highway Constr (Non-Ob)	Charles Koo	(816) 654-7021	1727 30th St., Sacramento, CA 95818	741,472 00
2018	5552	South Decoto Green Street - Union	City of Union City	Street Reconstruct	Farooq Azum	(510) 875-5388	34009 Aharado-Niles Rd., Union City, CA 94587	2,785,000 00
2016	5523	SJIA Airfield Structure	City of San Jose	Structure Concrete	Mark Silva	(408) 392-3841	1701 Airport Blvd., San Jose, CA 95110	4,060,020 00
2016	5500	RW 13-31, 2nd Phase, Hollister	City of Hollister	Airports	Lus Aguilar	(531) 838-4340	420 Hill St., Bldg 'C', Hollister, CA 95023	5,720,894 00
2019	5495	Hwy 17 Emergency Caltrans	Caltrans - Contract 05-1F0004	Highway Constr (Non-Ob)	Bertha Roman	(831) 761-7818	1727 30th St., Sacramento, CA 95818	165,742 00
2018	5461	Alhambra Creek Bndgr	City of Martinez	Structure Concrete	Jim Zuttwell	(925) 200 4178	525 Hennetta St., Martinez, CA 94553	2,158,332 01
2018	5477	Richmond Pavement Rehab	City of Richmond	Overlay - City	Tawfic	(510) 621-1612	450 Civic Center Plaza, Richmond, CA 94804	3,812,941 00
2018	5435	HWY 68 & Hitchcock	Caltrans - Contract 05-072704	Street Reconstruct	Iyer Lavinger	(831) 262-6572	1727 30th St., Sacramento, CA 95818	660,583 00
2018	5324	Montsrey Roads & Bridges - JOC 2015	County of Monterey	Street Reconstruct	Juan Mesa	(831) 760-0897	168 W Alisal St., Salinas, CA 93901	1,930,000 00
2018	5120	RSA Monterey Airport	Monterey Peninsula Airport District	Airports	Chris Morelo	(831) 848-2000	200 Fred Kane Drive, Monterey, CA 93940	29,931,754 00
2015	5585	Clayton Wood Plank Ped Bndges	City of Clayton	Structure Concrete	Mark Jarmoy	(825) 873-7327	6000 Hartlage Trail, Clayton, CA 94517	101,780 00
2015	5581	Stevens Creek Evelyn Bridge Fish Passage	Santa Clara Valley Water District	Earthwork	Steve Ferranti	(408) 265-7600	5750 Almaden Expressway, San Jose, CA 95118	564,995 00
2015	5533	Lawrence Expressway Pavement Rehab	County of Santa Clara	Street Reconstruct	Paul Pascual	(408) 573 2485	70 West Hedding St., San Jose, CA 05110	3,768,214 50
2015	5525	Jackson St Retaining Wall Repair	Town of Los Gatos	Structure Concrete	Jance Chan	(408) 395-3450	41 Miss Ave., Los Gatos, CA 95030	286,125 00
2015	5504	Redwood Grove Bank Stabilization	City of Los Altos	Piers	Dave Brees	(650) 847-2888	1 North San Antonio Road, Los Altos, CA 94022	566,300 00
2015	4678	Hwy 101 Capitol Interchange	Santa Clara VTA	Highway Constr (Non-Ob)	Suninder Singh	(408) 321-7131	3331 North First Street, Building A, San Jose CA 95134	21,068,768 00
2015	5497	Fremont Blvd Widening	City of Fremont	Street Reconstruct	Maribel Aguilar	(510) 494-4781	39550 Liberty St., Fremont, CA 94537	1,348,820 00
2015	5490	UCSC Merrill College Renovations	University of California, Santa Cruz	Structure Concrete	Josn Francis	(831) 439-3845	1158 High Street, Santa Cruz, CA 95064	424,848 00
2015	5480	Capitol Expressway Resurfacing	County of Santa Clara	Street Reconstruct	Peter Cruz	(408) 690-9758	101 Skyport Dr., San Jose, CA 95110	757,058 00
2015	5478	Dover Elementary School	West Contra Costa Unified School District	Synthetic Field Turf	Terese Sladowski	(510) 307-4540	1400 South Marina Way, Richmond, CA 94804	480,357 00
2015	5484	Santa Cruz - Loch Lomond Renovation	City of Santa Cruz Water Department	Street Reconstruct	Matt Ziemann	(831) 420-5200	212 Locust St., Ste C, Santa Cruz, CA 95060	105,748 00
2015	5460	Marsh Creek Safety Improvements	County of Contra Costa	Street Reconstruct	Brian Yip	(925) 313-2178	255 Glacier Dr., Martinez, CA 94553	1,839,142 00
2015	5459	Lafayette Road Rehab	City of Lafayette	Street Reconstruct	Matt Luttrupp	(925) 299-3247	3075 Mr Diablo Blvd., Ste 210, Lafayette, CA 94548	2,588,392 00
2015	5458	SR4 Hercules Overlay	Caltrans - Contract 04-3E3904	Overlay - Hwy	Mian Arshad	(825) 802 9021	2727 Sysron Dr., Ste 150, Concord, CA 94516	2,684,050 00
2015	5457	Central Park Ped X-ing Fremont	City of Fremont	Concrete Work	Rene Dakon	(510) 494-4535	39550 Liberty St., Fremont, CA 94538	280,513 00
2015	5455	Oakland HWY 13	Caltrans - Contract 04-3E2304	Overlay - Hwy	Lawrence Lon		727 30th St., MS 43, Sacramento, CA 95818	599,647 00
2015	5441	Placeros Creek Bridge	City of Half Moon Bay	Structure Concrete	John Doughly		41 Main Street, Half Moon Bay, CA 94019	932,310 00
2015	5439	S. Alameda Improvement 2015	City of San Jose	Airports	Mark Silva		701 Airport Blvd., Ste B 1130 San Jose CA 95110	2,898,987 00
2015	5438	Hwy 25 CIR & Overlay	Caltrans - Contract 05-1F8904	CIR	Peter Mututwa		1727 30th St., Sacramento, CA 95818	2,689,970 00
2015	5423	Pajero Valley Public Cemetery	Pajero Valley Public Cemetery District	Earthwork	Bob Stanford	(831) 722 0310	68 Mann St., Watsonville, CA 95078	704,211 00



Date	JOB	Description	Customer	Type of Work (Use Drop Down Menu)	Contact	Phone	Address	Contract Value
2015	5409	Winchester & Lark Intersection Improvement	Town of Los Gatos	Street Reconstruct	Melissa Huang	(408) 395-5430	110 East Main St., Los Gatos, CA 95031	470,844.00
2015	5402	Football Loop Road Resurf	Football De Anza Community College Dist	Street Reconstruct	Gina Bailey	(650) 949-8165	12345 El Monte Rd., Los Altos Hills, CA 94022	813,790.00
2015	5400	River Road AC Overlay	County of Monterey	CIR	Jonathan L. Pascoe	(831) 755-4800	168 W Alisal St., Salinas, CA 93901	1,469,668.00
2015	5388	Los Altos Hills Pavement Rehab	The Town of Los Altos Hills	Overlay - City	John Chau	(650) 947-2510	26379 Fremont Road, Los Altos Hills, CA 94022	180,970.00
2015	5386	Troal Blvd / Clayton Rd Intersection	City of Concord	Street Reconstruct	Mark Mglorez	(925) 871-3422	1950 Parkside Drive, Concord, CA 94518	1,209,534.00
2015	5383	Dana Street Reconstruction	City of Mountain View	Street Reconstruct	Rey Rodriguez	(650) 903-8527	500 Castro Street, Mountain View, CA 94039	283,440.00
2015	5333	Lightberry Street Resurfacing	City of Gilroy	Overlay - City	Jay Yu	(408) 846-0455	7351 Rosanna St., Gilroy, CA 950201	1,119,155.00
2015	5329	Monterey County Emerg Wk ML	County of Monterey	Street Reconstruct	Juan Mesa	(831) 755-8960	168 W Alisal St., Salinas, CA 93901	105,736.97
2015	5322	Daly City Emergency Work	Caltrans - Contract 04-2J4204	Street Reconstruct	Marcus Washington	(650) 222-7518	1727 30th St., Sacramento, CA 95818	262,340.00
2015	5317	Farm Bureau Road	City of Concord	Storm	Mario Camorongan	(925) 871-3021	1650 Parkside Rd., Concord, CA 94518	823,595.00
2015	5310	Hwy 152 Grind & Pav	Caltrans - Contract 04-4C2004	Overlay - City	Vernon Nguyen	(816) 654-7028	1120 "N" St., Sacramento, CA 95814	4,759,935.00
2015	5309	Construction of Hwy 280 in Cupertino	Caltrans - Contract 04-2T2044	Highway Constr (Non-Clay)	Hung Nguyen	(510) 385-7130	1727 30th St., Sacramento, CA 95818	4,606,633.00
2015	5293	Saratoga Pavement Management	City of Saratoga	Overlay - City	Rick Torres	(408) 868-1739	13777 Fruvale Ave., Saratoga, CA 95070	460,878.00
2015	5290	Ramp Reconstruct San Mateo County	Caltrans - Contract 04-0G2224	Highway Constr (Non-Clay)	Fred Booshtohvi	(918) 654-7028	1120 "N" Street, Sacramento, CA 95814	896,243.00
2015	5287	Hwy 6 Viaduct	Caltrans - Contract 05-0Q5904	Structure Concrete	Katie Beach	(831) 427-4684	1727 30th Street, Sacramento, CA 95818	1,869,858.00
2015	5271	High Tension Cable Barrier	Caltrans - Contract 05-1C3304	Highway Constr (Non-Clay)	Farhad Kashwarazi	(831) 375-5820	1727 30th St., Sacramento, CA 95818	2,085,560.00
2015	5247	Wharf Roundabout	City of Santa Cruz	Street Reconstruct	Desiree Douville	(831) 420-5183	609 Center St., Rm 201, Santa Cruz, CA 95060	2,296,518.00
2015	5244	Nut Tree Airport	County of Solano	Airports	Joann Epperson	(707) 784-6322	675 Texas St., Ste 2500, Fairfield, CA 94533	1,428,163.00
2015	5239	Passenger Safety Improvements	Santa Clara VTA	Structure Concrete	Del Sabeti	(408) 321-5603	1238 North 1st St., Bldg A, San Jose, CA 95134	1,238,208.00
2015	5238	Granite Pavers @ Downtown SJ BART	Santa Clara VTA	Street Reconstruct	Del Sabeti	(408) 321-5603	3331 North 1st St., Bldg A, San Jose, CA 95134	110,071.00
2015	5233	Martin Park Expansion	City of San Jose	Parks	Al Smith	(408) 535-8350	200 El Santa Clara St., 6th Floor, San Jose, CA 95113	2,669,795.00
2015	5230	Stockton Metro Airport	County of San Joaquin	Airports	Harry Mavrogen	(209) 468-4700	5000 Airport Way, Stockton, CA 95206	3,380,443.00
2015	5209	Alameda County - Mines Rd	County of Alameda	Overlay - City	Chris Grimm	(510) 870-8602	851 Turner Ct., Hayward, CA 94545	627,969.00
2015	5184	SVCW Drying Beds	Salicon Valley Clean Water	Earthwork	Peter Kuslmacher	(850) 832-8221	1400 Radio Road, Redwood City, CA 94065	3,740,000.00
2015	5159	Emerg Hwy 1 Santa Cruz	Caltrans - Contract 05-1F6705	Highway Constr (Non-Clay)	Bertha Roman	(831) 761-7818	1727 30th Ave., Sacramento, CA 95818	205,347.00
2015	5137	Hwy 17 Soil Nail Wall	Caltrans - Contract 05-1C1804	Structure Concrete	Bertha Roman	(831) 761-7818	1727 30th Ave., Sacramento, CA 95818	3,201,203.00
2015	5114	Pacific Bridge Replacement	Caltrans - Contract 04-265604	Structure Concrete	Charles Kooa	(650) 738-3828	1727 30th Street, Sacramento, CA 95818	7,147,138.00
2015	4957	Central Fire District Shop	Central Fire District	Commercial Site Work	Lu Gragg	(831) 479-5980	410 Kennedy Ave., Capitola, CA 95010	611,797.00
2015	4021	Eastdog Transit Center	Santa Clara VTA	Street Reconstruct	Ed Pasual	(408) 321-5555	3331 North First St., Bldg A, San Jose, CA 95134	17,083,420.00
2014	5279	Sun Street Transfer Station	City of Salinas	Concrete Work	Dave Maza	(831) 775-3013	P O Box 2159, Salinas, CA 93902	293,878.00
2014	5277	Holly 101 Sediment Removal	City of San Carlos	Storm	Donald Toy	(650) 349-2151	600 Elm St., San Carlos, CA 94010	822,628.00
2014	5267	Pole Line/Summit Road	County of Santa Clara	Overlay - City	Khoa Vo	(408) 494-1328	101 Skyport Dr., San Jose, CA 95110	531,433.00
2014	5251	Municipal Service Center Concrete Paving	City of Watsonville	Concrete Work	Fabian Guzman	(831) 345-7514	250 Main St., Watsonville, CA 95078	291,956.00
2014	5237	Vassar Ave Reconstruction	City of Mountain View	Overlay - City	Louise Grimm	(650) 903-6311	500 Castro St., Mountain View, CA 94039	440,755.00
2014	5235	San Lorenzo Trestle Bridge	City of Santa Cruz	Structure Concrete	Chris Schmetzer	(831) 420-5180	809 Center St., Santa Cruz, CA 95060	455,227.00
2014	5234	Rubber Chip Seal & Spoil Repair	City of Redwood City	Overlay - City	Christina Mohanna	(650) 780-7368	1017 Middlefield Rd., Redwood City, CA 94064	1,404,001.00
2014	5232	Hoover Safe Route to School	City of Redwood City	Street Reconstruct	Jessica Manuz	(850) 780-7372	1017 Middlefield Rd., Redwood City, CA 94064	430,676.00
2014	5231	Daly City Dugouts	City of Daly City	Overlay - City	Hao Won Rache	(650) 981-8165	333 90th St., Daly City, CA 94015	810,723.00
2014	5217	2014 Santa Cruz DL Laurel St	City of Santa Cruz	Overlay - City	Chris Schmetzer	(831) 420-5180	809 Center St., Santa Cruz, CA 95060	1,121,585.00
2014	5216	Buena Vista Drive Landfill M5	County of Santa Cruz	Earthwork	Kasey Kolasa	(831) 454-2377	701 Ocean Street, Santa Cruz, CA 95060	5,013,128.00
2014	5194	San Pablo Bridge Replacement	Contra Costa County	Structure Concrete	Neil Leary	(925) 313-2270	255 Glacier Drive, Martinez, CA 94553	2,936,176.58
2014	5181	Fremont Ave Rehab	City of Sunnyvale	Overlay - City	Michael Ballard	(408) 730-7818	650 West Olive Ave., Sunnyvale, CA 94089	2,868,772.00
2014	5178	Spring 2014 Overlay Project	City of Santa Cruz	Overlay - City	Chris Schmetzer	(831) 420-5180	809 Center Street, Santa Cruz, CA 95060	984,897.00
2014	5162	John Smith Road - RRI	County of San Benito	Overlay - City	Arman Nazami	(831) 638-4170	2301 Technology Parkway, Hollister, CA 95023	736,261.00
2014	5160	Carmel Waste Water Slab	Carmel Area Wastin Water Distinct	Concrete Work	Drew Lander	(831) 624-1248	PO Box 221428 Carmel, CA 93922	125,130.00
2014	5136	SFO Boarding Area 'G' - Golden Gate	San Francisco Airport Commission	Airports	Rosalyn Yu	(850) 821-7819	676 N McDonnell Road, San Francisco, CA 94128	2,446,770.00
2014	5129	Pennsylvania Dr/Chifford	City of Watsonville	Street Reconstruct	Murray Fontes	(831) 768-3117	250 Main Street, Watsonville, CA 95078	581,152.00
2014	5128	Santa Catalina School	Santa Catalina School	Schools	Richard Patterson	(831) 236-1284	1500 Mark Thomas Dr., Monterey, CA 93940	154,189.00
2014	5125	Emergency Contract 1J7704 SCL Runways 1 - 19 RSA Improvements - Golden Gate Constructors JV w/Desilva	Caltrans - Contract 84-1J7704	Highway Constr (Non-Clay)	Stanley Ng	(510) 288-5155	1727 30th Ave., Sacramento, CA 95818	596,394.00
2014	5078	Gates	San Francisco Airport Commission	Airports	Mika Gatta	(925) 361-1584	11555 Dublin Blvd, Dublin, CA 94568	47,914,767.00
2014	5051	Hwy 1 Devil's Slides Coastal Trail	County of San Mateo	Parks	Karen Pachmayer	(650) 363-4100	555 County Center, 5th Floor, Red Wood City, CA 94063	1,124,827.00
2014	4968	Lower Ocean Park Site Work	Santa Cruz City Parks	Parks	Mavro Garcia	(831) 420-5366	323 Church St., Santa Cruz, CA 95060	184,459.00
2014	4962	Pebble Beach Area 1-2	Pebble Beach Company	Earthwork	Steva Aitchison	(831) 625-8435	PO Box 1787, Pebble Beach, CA 93853	1,210,433.00
2014	4061	Runway 28L Emergency Work	City and County of San Francisco	Airports	Ken Nort	(650) 821-7818	678 N McDonnell Road, San Francisco, CA 94128	209,146.00
2014	4946	Taxway W	City of San Jose	Airports	Ed Lao	(408) 392-3629	1701 Airport Blvd., San Jose, CA 95111	5,164,447.00
2014	4934	41st Ave Bulbouts	County of Santa Cruz	Custom	Launa Goessel	(831) 454-2160	701 Ocean St., Rm 410, Santa Cruz, CA 95060	185,972.90
2014	4703	SSF 2012 Street Rehab	City of South San Francisco	Street Reconstruct	Robert Hahn	(650) 829-8680	315 Maple Ave., So San Francisco, CA 94080	906,019.00
2013	5075	Hwy 35 Soldier Pie Wall	Caltrans - Contract 04-3G0204	Structure Concrete	Fred Dooshehri	(831) 420-5180	1727 30th Street, Sacramento, CA 95818	582,812.00
2013	5074	Chimney Hill HS Turf Field	City of Mountain View	Synthetic Field Turf	Jenny Berry	(650) 947-2510	7810 Arroyo Circle, Gilroy, CA 95020	3,394,873.00
2013	5062	Cesar Chavez Park	City of Oakland	Parks	Frank Aguayo	(831) 420-5180	700 Lincoln Ave, Salinas, CA 93901	263,976.00
2013	4998	Hwy 8/University Avenue	Town of Los Gatos	Street Reconstruct	Melissa Huang	(831) 755-4800	118 E Main Street, Los Gatos, CA 95030	725,043.00
2013	4981	Salinas Airport Taxi Way A & C	City of Salinas	Airports	Brett Godown	(831) 758-7241	200 Lincoln Ave, Salinas, CA 93901	3,235,878.00



SUB-CONTRACTOR'S LIST

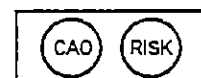
The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and 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
Valley Precision Grading	783244	1000002356	Rancho Cordova	Synthetic Turf
Patania Masonry	324209	1000011270	Salinas	Masonry / Pavers
Collins Electric	115427	1000000184	Marina	Electrical
Lonestar Landscape	463280	1000002345	San Martin	Landscape

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



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE



I, Rodney Jenny the Executive Vice President of
(Name) (Title)

GRANITE ROCK COMPANY, declare, state and certify that:
(Contractor Name)

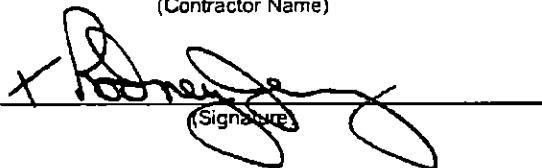
1. I am aware that California Labor Code § 3700(a) and (b) provides:

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

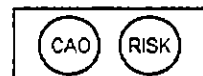
- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a 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.

GRANITE ROCK COMPANY
(Contractor Name)

By: 
(Signature)

Rodney Jenny, Executive Vice 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):

Granite Rock Company
5225 Hellyer Avenue, Suite 220
San Jose, CA 95138

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause

YES NO

3. Compliance Reports were required to be filed in connection with such contract or subcontract.

YES NO

4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1).

YES NO NOT REQUIRED

5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES NO

Name and Title of Signer (please type)

Rodney Jenny, Executive Vice President

Signature

Date

November 27, 2017

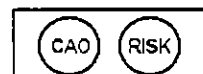


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Monterey 2. Contract DBE Goal: 1%
 3. Project Description: Montecito Park Entry and Seating Installation and Phase 2 Site Improvements
 4. Project Location: Monterey
 5. Bidder's Name: GRANITE ROCK COMPANY 6. Prime Certified DBE: 7. Bid Amount: 526,070.⁵⁰
 8. Total Dollar Amount for ALL Subcontractors: 5 9. Total Number of ALL Subcontractors: 182,352

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
14-17 30-32	Landscape & Irrigation	25591	Lone Star Landscape, Inc. P.O. Box 70 San Martin, CA 95046 408.682.0100	41,661
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$41,661
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 _____ 27. Local Agency Representative's Name 28. Phone _____ 29. Local Agency Representative's Title				8 %
			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. _____ 11/28/17 16. Preparer's Signature 17. Date Denise Henning 831.768.2771 18. Preparer's Name 19. Phone Estimating Administration Mgr. 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.



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

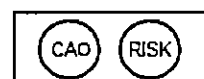


The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (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.





City of Monterey
580 Pacific Street
Monterey, CA 93940

Re: Montecito Park Entry and Seating Installation and Phase 2 Site Improvements

To Whom It May Concern:

Granite Rock Company does not qualify as a Section 3 Business. If Graniterock is the successful bidder and hiring personnel is necessary for this contract, we will make a good faith effort to 1) notify applicable union halls of the Section 3 requirements; 2) Contact the Housing Authority of Monterey County for assistance and post project notices of any hiring opportunities in applicable low-income housing locations; 3) Commit to include Section 3 Clause/HUD Form 4010 as part of any subcontracts entered into for this project; and 4) Commit to maintain payroll records and comply with requests for information or reviews by the City of Monterey or HUD.

Sincerely,

GRANITE ROCK COMPANY


Rodney Jenny
Executive Vice President

Material Supplier / Engineering Contractor
License #22

San Jose Office
5225 Hellyer Avenue, Suite 220
San Jose, CA 95128
Phone 408.574.1400
Fax 408.365.8349

SFO Office
875 Mahler Road, Suite 280
Burlingame, CA 94010
Phone 650.615.0306
Fax 650.615.0338

Concord Office
5650 Imhoff Drive, Suite E
Concord, CA 94520
Phone 408.574.1400
Fax 408.365.9548

Monterey Bay Region
 05077
'00
Fax 831.768.2701

Agreement #: Ag-7004 - Page 333 of 348

PERFORMANCE BOND

BOND NO. 30012171

PREMIUM: \$748.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and Granite Rock Company (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated on or about December 20, 2017, and identified as project Montecito Park Entry and Seating Installation and Phase 2 Site Improvements Project (32N1717) 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 Western Surety Company as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Two Hundred Forty Nine Thousand Three * 249,304.00 dollars (\$ 249,304.00) 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. *Hundred Four

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.

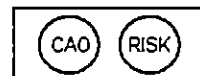
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of 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 December 22, 2017.

Granite Rock Company
By: [Signature]
PRINCIPAL

By: shirley ow
PRINCIPAL

Western Surety Company
By: [Signature]
ATTORNEY-IN-FACT Stacy M. Clinton



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Kandace L Reeves, Natalie Ann Horder, Teresa Rose, Robert Lee Murphy, Janet M Thomas, Individually

of Petaluma, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of September, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

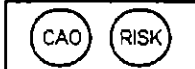
CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 22nd day of December, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Secretary



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 Sonoma)

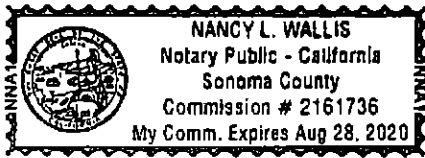
On December 22, 2017 before me, Nancy L. Wallis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Nancy L. Wallis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

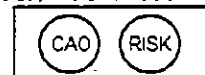
Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



PAYMENT (LABOR AND MATERIALS) BOND

Premium: Included In performance bond

BOND NO.: 30012171

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, Granite Rock Company as Principal (also referred to herein as "CONTRACTOR"), and Western Surety Company as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of Two Hundred Forty Nine Thousand Three Hundred Four Dollars (\$ 249,304.00), 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 ENTRY AND SEATING INSTALLATION AND PHASE 2 SITE IMPROVEMENTS PROJECT (32N1717), in accordance with OWNER's Call for Bids documents and Principal's Bid Dated November 27, 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;

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

22nd day of December, 2017

Western Surety Company

Surety

By:

Stacy M. Clinton, Attorney-in-fact

Print Name/Title

555 Mission St., Ste. 200, San Francisco, CA 94105

Address

(415) 832-7175

Telephone Number

paul.kitchell@cnasurety.com

Email Address

Granite Rock Company

Principal

By:

Shirley OW / Vice President

Print Name/Title

5225 Heiliger Ave., Suite 220, San Jose, CA 95138

Address

(408) 574-1400

Telephone Number

jodonnell@graniterock.com

Email Address

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



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Kandace L Reeves, Natalie Ann Horder, Teresa Rose, Robert Lee Murphy, Janet M Thomas, Individually

of Petaluma, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } as

On this 12th day of September, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

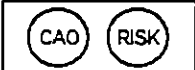
CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of December, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Secretary



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 Sonoma)

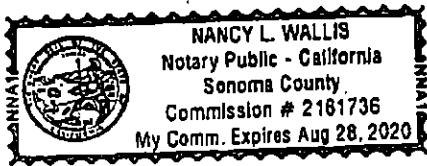
On December 22, 2017 before me, Nancy L. Wallis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Nancy L. Wallis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

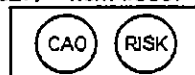
Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



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



The undersigned declares:

I am the Executive Vice President of GRANITE ROCK COMPANY, 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.

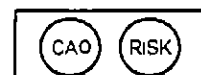
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 27th day of November, 2017, in Watsonville [city], Santa Cruz County, California.

X Rodney Jenny
Signature

Rodney Jenny, Executive Vice 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.

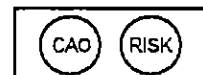
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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 27th day of November, 2017, in Watsonville [city], Santa Cruz County, California.

X Rodney Jenny
Signature

Rodney Jenny, Executive Vice 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 Project Number: 32n1717

1. The undersigned, having executed a contract with City of Monterey
(Agency Name)

for Park Entry - Site work in the amount of \$ 249,304⁰⁰
(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.

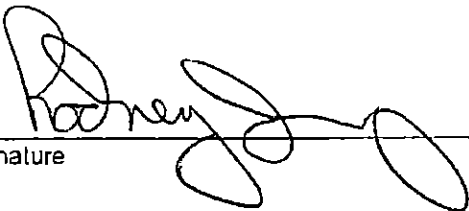
(a) The workers will report for duty on or about _____ (Date)

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

12/21/17
Date



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 DMB 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.

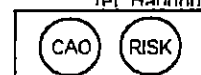
3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, 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.)

(It) (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.

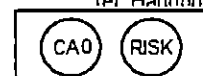
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working 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.

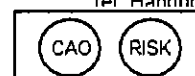
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action 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.

