

**CITY OF LAKE FOREST
ORANGE COUNTY, CALIFORNIA
CONTRACT DOCUMENTS, SPECIFICATIONS
AND SPECIAL PROVISIONS
FOR**

**ADA ACCESS RAMP IMPROVEMENTS
PHASE VIII (PW 2013.23)
TAMARISK PARK RAMP
IN THE
CITY OF LAKE FOREST
(CDBG FUNDED PROJECT)**

PREPARED BY:



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ANAHEIM, CA 92805**

UNDER THE SUPERVISION OF:



DOUGLAS BENASH, PE

RCE NO.53935

Date

11/11/15

Approved by :

THOMAS E. WHEELER, P.E.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SECTION 00010
TABLE OF CONTENTS

INTRODUCTORY INFORMATION

SECTION 00001	PROJECT TITLE PAGE	COVER
SECTION 00010	TABLE OF CONTENTS.....	i
SECTION 00020	PROJECT INFORMATION.....	iii

BIDDING REQUIREMENTS

SECTION 00100	NOTICE INVITING BIDS	1
SECTION 00200	INSTRUCTIONS TO BIDDERS.....	4
SECTION 00400	BID FORM.....	11
SECTION 00405	CONTRACTOR'S CERT. RE WORKERS' COMPENSATION ..	14
SECTION 00410	BID BOND	15
SECTION 00420	NON-COLLUSION DECLARATION	17
SECTION 00430	CONTRACTOR INFORMATION AND EXPERIENCE FORM ...	18
SECTION 00440	LIST OF SUBCONTRACTORS FORM	25
SECTION 00450	IRAN CONTRACTING ACT CERTIFICATION	28
SECTION 00460	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION	29
SECTION 00470	CDBG COMPLIANCE FORMS.....	30
	<i>Debarment and Suspension Certification</i>	<i>30</i>
	<i>CDBG Compliance Documents and Requirements</i>	<i>31</i>
	<i>US HUD Request for Additional Classification and Rate</i>	<i>33</i>
	<i>List of Proposed Subcontractors</i>	<i>34</i>
	<i>Workers Compensation Certificate</i>	<i>35</i>
	<i>Non-Segregated Facilities Certification</i>	<i>36</i>
	<i>Past Performance Certificate</i>	<i>37</i>
	<i>Federal EEO / Affirmative Action Requirements</i>	<i>38</i>
	<i>EEO Commitment Certification</i>	<i>49</i>
	<i>Non-Collusion Affidavit</i>	<i>50</i>
	<i>Lobbyist Certification</i>	<i>51</i>
	<i>Section 3 Compliance Documentation</i>	<i>52</i>
	<i>Compliance with Clean Water Act Certification</i>	<i>68</i>

CONTRACT FORMS

SECTION 00500	CONTRACT	69
SECTION 00610	PERFORMANCE BOND	72
SECTION 00620	PAYMENT BOND	7

CONDITIONS OF THE CONTRACT

SECTION 00700	GENERAL CONDITIONS.....	GC -1
SECTION 00750	SPECIAL CONDITIONS.....	SC -1
SECTION 00760	TECHNICAL SPECIFICATIONS	TS -1

SECTION 00010
TABLE OF CONTENTS

APPENDICES

APPENDIX I	INSURANCE REQUIREMENTS
APPENDIX II	CDBG SECTION 3 – ADDITIONAL INFORMATION
APPENDIX III	BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE PROCEDURES
APPENDIX IV	CONSTRUCTION DETAIL – VELOCITY DISSIPATER
APPENDIX V	FEDERAL PREVAILING WAGE RATES

**SECTION 00020
PROJECT INFORMATION**

PROJECT INFORMATION

CITY OF LAKE FOREST, 25550 Commercentre Drive, Suite 100, CA 92630

BIDS DUE: 2:00 pm Tuesday, February 23, 2016

CONTRACT TIME: Fifty (50) Working Days

PROJECT: ADA ACCESS RAMP IMPROVEMENTS (PW 2013.23)

FUNDING:

Federal Aid Urban (FAU) Department of Transportation (DOT)

Community Development Block Grant (CDBG) Department of Housing and Urban Development (HUD)

Other Federal, State, County or City Funds

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION GOAL: Fourteen (14%)

OPPORTUNITIES FOR DBE CONTRACTORS: (PRIME OR SUBCONTRACTOR CONTRACTS)

Trucking

Equipment Rental

Demolition

Consultant Design

Excavation/ Grading/ Trenching

Surveying

Cement Concrete

Underground/ Pipeline Construction

Landscaping and Irrigation

Traffic Signs/Painting/ Striping

Electrical/Traffic Signal

Fencing and Guard Rails

Asphalt Concrete Paving

Detectable Warning Surface

Masonry

Other

Building Construction

Other

Concrete Structures

Other

IF YOU ARE A GENERAL CONTRACTOR, PLEASE

Provide opportunities to DBE's with **WRITTEN NOTICES** to them for submitting subcontractor bids. Solicit bids from DBE's through appropriate publications, places and or personal contacts. Keep a record of all follow-ups of your solicitations. (Names, type of subcontractor contracts, results etc.) If you are successful in your bid, **YOU WILL BE REQUIRED** to submit within three (3) working days from the date of the bid opening all the proofs of your faithful efforts in this regard. It is the bidder's

**SECTION 00020
PROJECT INFORMATION**

responsibility to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

IF YOU ARE A DBE CONTRACTOR, PLEASE

Call the Public Works Department at (949) 461-3480 and ask for the list of the prospective bidders, their names, addresses and telephone numbers. Contact the prospective bidders and inform them the type of work that you can perform as a subcontractor. If you are not listed in the DBE Directory published by the California Department of Transportation, please apply and become registered through the Office of Civil Rights, State of California, Department of Transportation, P. O. Box 942874 - MS 44 Sacramento, Ca. 94274-0001, Telephone number (916) 445-2276. Your participation will be greatly appreciated.

ADDRESSES TO REMEMBER

FOR DBE CERTIFICATION CONTACT:

The Office of Civil Rights, State of California
Department of Transportation
1820 Alhambra Boulevard – MS 79
Sacramento, CA 95816
Tel. No. (916) 227-9599

FOR DBE OPPORTUNITIES CONTACT:

Business Transportation and Housing Agency
State of California
Small Business Advocate
1120 N. Street, Room 2101
Sacramento, CA 95814

Orange County Transportation Authority
Socioeconomic Programs
550 South Main Street
PO Box 14184
Orange, CA 92863-1584
Tel. No. (714) 560-5620

Small Business Administration
200 W. Santa Ana Boulevard, Suite 700
Santa Ana, CA 92701
Tel. No. (714) 550-7420

**SECTION 00100
NOTICE INVITING BIDS**

NOTICE INVITING BIDS

FOR

**ADA ACCESS RAMP IMPROVEMENTS PHASE VIII – PW 2013.23
TAMARISK PARK RAMP**

NOTICE INVITING BIDS

The City of Lake Forest ("City") will receive sealed bids for the ADA Access Ramps Improvements, Phase VIII , Tamarisk Park Ramp (PW 2013.23) at the office of the City Clerk, 25550 Commercentre Drive, Suite 100, Lake Forest, CA 92630, no later than 2:00 P.M. on Tuesday, February 23, 2016, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on City's Bid Forms. Bids must be submitted on City's Bid Forms. Bidders may view and/or obtain a copy of the Plans and Specifications directly from SABP Reprographics by calling 949-756-1001 or by accessing their website at www.sabp.com and clicking on PlanWell. Upon payment of the purchase price, the Contract Documents become the property of the purchaser and may not be returned for a refund. Contract documents for the project will not be available for sale at City Hall. To the extent required by Section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents to the contractor plan room at no charge.

There is NO Mandatory Pre-Bid Conference for this project.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price. Each bid shall also be accompanied by the Non-collusion Declaration, the List of Subcontractors Form, the Iran Contracting Act Certification and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

This project is funded by the U. S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Program under the American Recovery and Reinvestment Act of 2009 (ARRA). Therefore, contractors and

SECTION 00100
NOTICE INVITING BIDS

subcontractors shall pay laborers and mechanics employed directly upon the site at least the prevailing wages in accordance with provisions of the Davis-Bacon Act (DBA). The DBA wage determinations are available at www.wdol.gov. The contractor shall submit certified payroll and complete and submit required labor reports in accordance with the CDBG provisions. The Contractor is directed to Appendix II for CDBG Bid Documents to be submitted with the Bid Package.

Prevailing Wage Requirements: The City of Lake Forest hereby notifies prospective bidders that Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail. 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 classifications 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 either pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question or have the Employee Classification and Wage Rate approved in advance by HUD.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Lake Forest Public Works Department or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

SECTION 00100
NOTICE INVITING BIDS

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Class A of a combination of C8 and C12. In addition, the successful bidder will be required to self-perform at least 50% of the work.

Award of Contract: City shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Douglas A. Erdman, Principal Civil Engineer at (949) 282-5233 or by email at derdman@lakeforestca.gov.

Publish Date: February 5, 2016
 February 12, 2016

END OF NOTICE INVITING BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS

SECTION 00200 - INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact City to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request for an interpretation or correction to City. Such submission, if any, must be sent to Douglas A. Erdman, Principal Civil Engineer by faxing (949) 461-3511 or emailing to derdman@lakeforestca.gov.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may

SECTION 00200
INSTRUCTIONS TO BIDDERS

impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

5. ADDENDA

City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid and alternate bid. However, City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL

SECTION 00200
INSTRUCTIONS TO BIDDERS

OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name Contractor's license number and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, or \$10,000, if the work involves streets or highways, whichever is greater, as well as the portion of work each such subcontractor will perform on the form provided herein by City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form. The Prime Contractor is required to complete a minimum of 50% of the contract value with its own forces.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and City shall reject the Bid. City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating

SECTION 00200
INSTRUCTIONS TO BIDDERS

to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to City; (c) a cashier's check made payable to City; or (d) a bid bond payable to City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to City and City may award the Contract to the next lowest responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)

for the ADA Access Ramp Improvements Phase VIII, Tamarisk Park Ramp (PW 2013.23)

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of

SECTION 00200
INSTRUCTIONS TO BIDDERS

Bids. City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

16. BASIS OF AWARD; BALANCED BIDS

City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid which, in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once City receives all of the properly drafted and executed documents and certifications from the Bidder, City shall issue a Notice to Proceed to that Bidder.

SECTION 00200
INSTRUCTIONS TO BIDDERS

20. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with City’s Public Works Director/City Engineer. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, City’s Public Works Director/City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The Public Works Director/City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the Public Works Director/City Engineer to the City Manager.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest.

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at Department of Public Works or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

SECTION 00200
INSTRUCTIONS TO BIDDERS

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. as provided with the Bid Documents.

26. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to City four identical counterparts of the Performance Bond and Payment Bond in the form supplied by City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

28. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request procedures set forth in the Bid and Contract Documents. Any deadlines for substitution requests that occur prior to the bid opening date are set forth in the Special Conditions.

SECTION 00200
INSTRUCTIONS TO BIDDERS

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

30. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00400
BID FORM**

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

ADA ACCESS RAMP IMPROVEMENTS PHASE VIII, TAMARISK PARK RAMP (PW xxxx.xx)

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BASE BID PRICE:

BASE BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization	LS	1		
2.	Construction Survey	LS	1		
3.	Geotechnical Services	LS	1		
4.	Retaining Wall with Footings and Walkway	CY	135		
5.	V-Ditch	LF	296		
6.	Drainage Improvements/Rip-Rap/Dissipater	LS	1		
7.	Excavation, Grading with Clear & Grub	LS	1		
8.	Tree Removal with Root Ball Grind	EA	4		
9.	Irrigation Pull Box Relocation	EA	3		
10.	Irrigation Modification	LS	1		
11.	Hand Rail Galvanized	LF	325		
12.	Fence Removal and Modification	LS	1		
	Subtotal – Base Bid Items				
	Total Bid Price				

**SECTION 00400
BID FORM**

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ _____
Bid Price in Numbers

Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in City's Notice to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

**SECTION 00400
BID FORM**

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Attached is the completed Iran Contracting Act Certification form.
7. The completed Public Works Contractor Registration Certification form.
8. CDBG Compliance forms

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

END OF BID FORM

**SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which 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 the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410

BID BOND

BID BOND

The makers of this bond are _____,
as Principal, and _____,
as Surety and are held and firmly bound unto the City of Lake Forest, hereinafter called City, in
the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted
to City for the work described below, for the payment of which sum in lawful money of the
United States, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal
has submitted the accompanying bid dated _____, 2016. for ADA ACCESS RAMP
IMPROVEMENTS PHASE VIII, TAMARISK PARK RAMP (PW 2013.23).

If the Principal does not withdraw its bid within the time specified in the Contract
Documents; and if the Principal is awarded the Contract and provides all documents to City as
required by the Contract Documents; then this obligation shall be null and void. Otherwise, this
bond will 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 Documents shall in affect its
obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is
recovered, the Surety shall pay all litigation expenses incurred by City in such suit, including
reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this
instrument under their several seals this _____ day of _____, 2016, the name and
corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

**SECTION 00410
BID BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____
Title(s)
- Partner(s) Limited
 - Attorney-In-Fact General
 - Trustee(s)
 - Guardian/Conservator
 - Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

END OF BID BOND

**SECTION 00420
NON-COLLUSION DECLARATION**

NON-COLLUSION DECLARATION

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 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 _____ [date], at _____ [city], _____ [state] _____

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF NON-COLLUSION DECLARATION

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

Website Address _____

4.0 How many years has Bidder's organization been in business as a Contractor?

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?: _____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Has the Bidder ever been in default, debarred or suspended in any way? If so, note when and why:

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address, email address and phone number of Agent:

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM

C. LIST OF COMPLETED PROJECTS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work. The Bidder must specify a minimum of 3 similar completed projects within the past 2 years. Failure to meet or exceed this requirement may cause the bid to be rejected as nonresponsive.

Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

**SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

**SECTION 00440
LIST OF SUBCONTRACTORS FORM**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, and (c) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself. The Prime Contractor is required to complete at least 50% of the contract value with its own forces.

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

**SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

**SECTION 00470
CDBG COMPLIANCE FORMS**

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

ACKNOWLEDGED this _____ day of _____, _____.

Contractor's Signature

Contractor's Name

Address

City

**SECTION 00470
CDBG COMPLIANCE FORMS**

NOTICE TO BIDDERS

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS of \$100,000 or
more**

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

A bidder is required to submit the following Compliance forms with its Bid Proposal:

- 1:** Request for Additional Classification and Rate
- 2:** Contractor's List of Proposed Subcontractors
- 3:** Worker's Compensation Certification
- 4:** Non-Segregated Facilities Certification
- 5:** Past Performance Certification
- 6:** Notice of Equal Employment Opportunity Commitment
- 7:** Non Collusive Affidavit
- 8:** Federal Lobbying Certification
- 9:** Section 3 Compliance Forms
 - a. Contract Clause
 - b. Calculation Form
 - c. Employment Opportunities Checklist
 - d. Business Concerns Opportunities Checklist
 - e. Business Concerns Opportunities Questionnaire
 - f. Employment & Business Opportunity Notice

**SECTION 00470
CDBG COMPLIANCE FORMS**

CONFLICT OF INTEREST:

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION REQUIREMENTS:

Construction contracts of \$100,000 or more require all bidders to commit to providing equal employment, training and contracting opportunities without discrimination.

CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts of \$2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing & Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must conform to the appropriate work classification listed on the Federal Wage Decision. Number: CA _____
Modification Number: ____ dated _____ (in effect 10 days prior to opening of this bid)

COMPETITIVE BID CONTRACTS:

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a copy of the Federal Wage Decision and the Federal Labor Standards Provisions (HUD-4010 form). Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage Decision in advance to insure each work classification to be used is listed on the Wage Decision. Work Classifications or Wage Rates paid to workers for any work performed on this project that do not conform to the work classifications or wage rates listed in the Federal Wage Decision **MUST BE APPROVED IN ADVANCE BY HUD.**

**SECTION 00470
CDBG COMPLIANCE FORMS**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>						
1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER							
	3. LOCATION OF PROJECT (City, County and State)							
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway							
6. WAGE DECISION NO. (Include modification number, if any) <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE						
8. WORK CLASSIFICATION(S)	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center;">BASIC WAGE</th> <th style="width: 50%; text-align: center;">FRINGE BENEFIT(S) (If any)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (If any)		
HOURLY WAGE RATES								
BASIC WAGE	FRINGE BENEFIT(S) (If any)							
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)							
<p>Check All That Apply:</p> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.								
<p>Check One:</p> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.								
<table style="width:100%;"> <tr> <td style="width: 50%; text-align: center;"> _____ Agency Representative <i>(Typed name and signature)</i> </td> <td style="width: 50%; text-align: center;"> _____ <i>Date</i> </td> </tr> <tr> <td></td> <td style="text-align: center;"> _____ <i>Phone Number</i> </td> </tr> </table>		_____ Agency Representative <i>(Typed name and signature)</i>	_____ <i>Date</i>		_____ <i>Phone Number</i>	FOR HUD USE ONLY LR2000: Log in: Log out:		
_____ Agency Representative <i>(Typed name and signature)</i>	_____ <i>Date</i>							
	_____ <i>Phone Number</i>							

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

**SECTION 00470
CDBG COMPLIANCE FORMS**

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

PROJECT NAME _____ AWARDING AGENCY _____
 Location: _____ Project Number: _____

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature Name and Title

Date Company Name

**SECTION 00470
CDBG COMPLIANCE FORMS**

WORKER'S COMPENSATION CERTIFICATION

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

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

**SECTION 00470
CDBG COMPLIANCE FORMS**

**NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

**SECTION 00470
CDBG COMPLIANCE FORMS**

**CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS**

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

SECTION 00470
CDBG COMPLIANCE FORMS

**FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION
REQUIREMENTS**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

**SECTION 00470
CDBG COMPLIANCE FORMS**

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

SECTION 00470
CDBG COMPLIANCE FORMS

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
 - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

SECTION 00470
CDBG COMPLIANCE FORMS

or South American or other Spanish culture or origin, regardless of race);

- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

SECTION 00470
CDBG COMPLIANCE FORMS

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

SECTION 00470
CDBG COMPLIANCE FORMS

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

SECTION 00470
CDBG COMPLIANCE FORMS

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

SECTION 00470
CDBG COMPLIANCE FORMS

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

SECTION 00470
CDBG COMPLIANCE FORMS

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

**SECTION 00470
CDBG COMPLIANCE FORMS**

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

SECTION 00470
CDBG COMPLIANCE FORMS

9. **Copeland "Anti-Kickback" Act (47 USC 276(c))** requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.

10. **Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333)** requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week. This provision applies to all construction contracts using State CDBG funds.

**SECTION 00470
CDBG COMPLIANCE FORMS**

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____

(Signature)

(Date)

(Title)

**SECTION 00470
CDBG COMPLIANCE FORMS**

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

County of _____ ss.

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Bidder's Name

By: _____
Authorized Signature

Title

Subscribed and sworn to before me

this _____ day of _____, 2015.

Notary Public

My commission expires:

Date

**SECTION 00470
CDBG COMPLIANCE FORMS**

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person 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 the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

- 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 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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 the 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.

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

**SECTION 00470
CDBG COMPLIANCE FORMS**

CITY OF LAKE FOREST SECTION 3 COMPLIANCE PLAN

Section 3 of the Housing and Urban Development Act of 1968 delineates the U.S. Department of Housing and Urban Development's (HUD) policy for providing preference for new employment, training, and contracting opportunities created by the use of certain HUD funds to low- and very low-income residents in the community where these funds are spent (regardless of race or gender), and the businesses that substantially employ these persons. Contractors and subcontractors that receive **contracts in excess of \$100,000** for Section 3 covered projects are required to comply with these regulations.

Section 3 applies to all projects involving housing construction, rehabilitation, or other public construction that is funded with HUD funding, such as the Community Development Block Grant (CDBG). Section 3 is triggered when the normal completion of construction or rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements have not been triggered; however, a contractor/subcontractor will be required to documentation and certification that no employment, contracting or training opportunities were generated as a result of the use of covered funds.

Each covered contractors and/or subcontractors is required to comply with the requirements of Section 3 for ***NEW*** employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Executing a the Section 3 Clause as part of all covered contracts and subcontracts;
3. Facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
4. Refraining from entering into contracts with contractors or subcontractors that are in violation of Section 3 regulations;
5. Documenting actions taken to comply with Section 3.

The forms listed below **MUST** be completed by all contractors entering into a construction project funded in whole or in part with CDBG funds. Documentation (e.g. copies of notices, published ads, on-line postings, photographs, etc.) must be submitted to the City of Lake Forest project management staff when requested or at the completion of the subject project:

**SECTION 00470
CDBG COMPLIANCE FORMS**

LIST OF EXHIBITS (MUST BE COMPLETED AND SUBMITTED TO CITY STAFF)

Exhibit 1	Section 3 Clause
Exhibit 2	Section 3 New Hire and Business Concern Calculation Form
Exhibit 3	Contractor/ Subcontractor Section 3 Employment & Training Opportunity Checklist
Exhibit 4	Contractor/Subcontractor Section 3 Business Concern Opportunity Checklist

The forms listed are provided as examples of documentation that can be utilized to solicit and identify Section 3 residents and business concerns:

- Section 3 Employment Questionnaire
- Section 3 Employment and Business Concern Opportunity Notice
- Section 3 Business Concern Eligibility Questionnaire

Additional information and a list of potential Section 3 Business concerns can be found on HUD's website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3.

**SECTION 00470
CDBG COMPLIANCE FORMS**

**EXHIBIT 1
SECTION 3 CLAUSE**

This clause must be included in all Section 3 covered contracts and subcontracts and signed by contractor and his/her subcontractors.

- 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 notices 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 persons(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 part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon 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.

**SECTION 00470
CDBG COMPLIANCE FORMS**

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian self-determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preferences 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(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

Signature

Print Name and Title

Date

**SECTION 00470
CDBG COMPLIANCE FORMS**

EXHIBIT 2

CITY OF LAKE FOREST

SECTION 3 NEW HIRE AND BUSINESS CONCERN CALCULATION FORM

THIS FORM IS TO BE COMPLETED BY EACH CONTRACTOR AND HIS/HER SUBCONTRACTOR(S) AND RETURNED TO THE CITY BEFORE THE ISSUANCE OF A NOTICE TO PROCEED

To comply with Section 3 regulations a contractor **MUST** make an good faith effort to hire Section 3 residents or subcontract with Section 3 Business Concerns (doing both is acceptable – doing neither is not). If no new hires are needed to complete the project, the contractor is **required** to make a good faith effort to meet Section 3 Business concerns goals calculated on this form. Conversely, if no Section 3 Business concerns will be engaged, then the contractor is **required** to make a good faith effort to hire Section 3 resident(s).

Project Name: _____

Project Location: _____

Contractor Name: _____ Contractor Contact: _____

Contractor Telephone #: _____

Project Start Date: _____ Estimated Project Completion Date: _____

New Hire Calculation

List the number of new hires by type of trade/craft that will be needed to complete this project *(add pages if needed)*

NUMBER OF NEW HIRES	LIST TRADES/CRAFTS
	Total New Hires

Total Section 3 Residents New Hires needed to comply with contract: _____ *(Multiply Total New Hires listed above by 0.30)*

Business Concern Calculations

Total Contract Amount: \$ _____

Section 3 Business Concerns Building Trades Goal: \$ _____
(Multiply "Total Contract Amount" by 0.10)

Section 3 Business Concerns Other Subject Contracts Goals: \$ _____
(Multiply "Total Contract Amount" by 0.03)

I hereby agree to make a good faith effort to provide employment and/or business concern opportunities in the above stated amounts, in connection with this Section 3 project.

Authorized Contractor Representative

Title

Date

**SECTION 00470
CDBG COMPLIANCE FORMS**

**EXHIBIT 3
CITY OF LAKE FOREST
CONTRACTOR SECTION 3 EMPLOYMENT OPPORTUNITIES CHECKLIST**

Instructions: Your company is required to complete this Checklist because the funding for your contract is covered by Section 3 of the Housing and Urban Development Act of 1968 ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by projects and programs funded with Community Development Block Grant (CDBG) shall, to the greatest extent feasible, be directed to low- and moderate-income persons residing in the City of Lake Forest ("Section 3 Residents"), and/or to businesses that qualify as a Section 3 Business Concerns.

Section 3 Employment and Training Opportunity goals apply only to "New Hires" which means full-time employees for permanent, temporary or seasonal employment opportunities generated by a Section 3 covered project or activity. This Checklist must be completed by all, contractors and their subcontractors with a City CDBG-funded construction contract over \$100,000 (collectively referred to herein as "Contractors"). The purpose of this Checklist is to collect and certify information concerning Contractors' efforts to extend employment and training opportunities requirements. Failure to fully and truthfully complete this Checklist is a default of the terms of your contract and may subject you to economic or other sanctions.

PART A - GENERAL

1. Name of Contractor or Subcontractor ("Contractor") completing this Checklist:

Name of Business Subject to Section 3 Requirements: _____

Contact Person: _____

Title: _____

Phone: _____ email: _____

Project Name: _____

2. Specify the type of Section 3 Covered Contract entered into and describe the project/activity performed:

Public works construction Affordable housing development or rehabilitation

Professional services Other (***specify***) _____

Briefly describe the project or activity: _____

**SECTION 00470
CDBG COMPLIANCE FORMS**

3. Restate your Section 3 new hire goals for this project (goals can be found on **Exhibit 2**):

NUMBER OF NEW HIRES	LIST TRADES/CRAFTS
	Total New Hires



If you have stated above and on EXHIBIT 2 that there will be no new hires pursuant to this Section 3 Subject agreement, skip to PART 3

PART B - EMPLOYMENT/TRAINING OPPORTUNITY

1. Check box indicating each location where a **Section 3 Employment Opportunity Notice** was circulated or posted. (*Attach copy of Notice*)

- | | |
|--|---|
| <input type="checkbox"/> Project Site

<input type="checkbox"/> Lake Forest Bulletin Board/Website

<input type="checkbox"/> Chamber of Commerce | <input type="checkbox"/> Area Churches/Community Centers

<input type="checkbox"/> Lake Forest-Based Organizations Engaged in Community Development Activities

<input type="checkbox"/> Other (<i>specify</i>) _____ |
|--|---|

2. Were notices printed in languages other than English? Yes No

If yes, list other languages: _____

3. Describe all efforts undertaken to notify Section 3 residents of possible employment opportunities – add additional sheets if necessary (**Note: by accepting federal grant funds for the subject project your company has committed to undertaking these efforts; therefore, some level of effort must be made on your behalf to meet Section 3 Residents employment goals**): _____

**SECTION 00470
CDBG COMPLIANCE FORMS**

The position(s) relates to Section 3 covered activities which are subject to prevailing wages determined under Davis-Bacon Act and U.S. Department of Labor implementing regulations or other applicable HUD regulations, policies and guidelines that limit the hiring of apprentices and trainees.

Other unique impediment: _____

PART C - SIGNATURE

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge. I understand that the City of Lake Forest and/or the United States Department of Housing and Urban Development may verify the information provided herein in connection with Section 3 compliance monitoring/audit activities and that failure to fully and truthfully complete this Checklist is a default under the terms of my contract and may subject me to economic or other sanctions.

I further acknowledge that if I indicate that no new hires were required for this Section 3 covered activity, that I have made a good faith effort to comply with Section 3 requirements by contracting with qualified Section 3 Business Concerns and I will provide required information to verify these efforts.

Name of person completing this Checklist
completing this Checklist

Signature of person

Position/Title

Date

When completed, please forward this Checklist and required forms completed by each contractor to the appropriate City of Lake Forest project manager.

**SECTION 00470
CDBG COMPLIANCE FORMS**

Other Subject Contracts Section 3 Business Goal: \$ _____

PART B - CONTRACT/BUSINESS CONCERN OPPORTUNITY

1. Check box indicating each location where a **Section 3 Business Concern Opportunity Notice** was circulated or posted. (*Attach copy of Notice*)

- | | |
|---|--|
| <input type="checkbox"/> Project Site | <input type="checkbox"/> Area Churches/Community Centers |
| <input type="checkbox"/> Lake Forest Bulletin Board/Website | <input type="checkbox"/> Lake Forest Based Organizations Engaged in Community Development Activities |
| <input type="checkbox"/> Chamber of Commerce | <input type="checkbox"/> Other (<i>specify</i>) _____ |

2. Were notices printed in languages other than English? Yes No

If yes, list other languages: _____

3. Describe all efforts undertaken to solicit, contact, and contract with Section 3 business concerns – add additional sheets if necessary (**Note: by accepting federal grant funds for the subject project your company may have committed to undertaking these efforts; therefore, some level of effort must be made on your behalf to meet business concern contract goals**): _____

4. Total contract(s)/subcontract(s) awarded for this project? _____

5. Value of contracts/Subcontracts: \$ _____

6. How contractor(s)/subcontractor(s) were Section 3 Business Concerns? _____

7. Was a Section 3 Business Concern(s) awarded the contract(s)? Yes No

8. If Yes, list each contract, type of work to be provided and dollar amount:

Contractor/Subcontractor Name	Type of Work to be provided	Contract/Subcontract Amount
Total		

Add additional sheets if necessary

**SECTION 00470
CDBG COMPLIANCE FORMS**

9. Attach copy of **Section 3 Business Concern Eligibility Questionnaire** completed by each Contractor bidding for the contract/subcontract opportunity.

10. How did the Section 3 Business Concern learn of the Section 3 contract opportunity?

- | | |
|---|--|
| <input type="checkbox"/> Project Site | <input type="checkbox"/> Area Churches/Community Centers |
| <input type="checkbox"/> Lake Forest Bulletin Board/Website | <input type="checkbox"/> Lake Forest Based Organizations Engaged in Community Development Activities |
| <input type="checkbox"/> Chamber of Commerce | <input type="checkbox"/> Other (specify) _____ |

11. If **No** Section 3 Business Concern(s) received contract/subcontracts what impediments interfered with contracting with a Section 3 Business Concern? (**Check one or more boxes and provide a brief explanation in the space provided.**)

No Section 3 Business Concerns possessed the special skill, expertise, services or products required to fulfill duties and responsibilities of the job (**specify special requirements not satisfied**): _____

The Section 3 Covered Project is subject to competitive bidding requirements and the Section 3 Business Concern(s) was not the lowest responsible bidder.

The Section 3 Covered Project requires the contractor to comply with specific insurance and bonding requirements and no Section 3 Business Concern(s) satisfied these requirements.

The Section 3 Covered Project is subject to prevailing wages determined under Davis-Bacon Act and U.S. Department of Labor implementing regulations or other applicable HUD regulations, policies and guidelines that limit the hiring of apprentices and trainees.

No Section 3 Business Concern submitted bids/proposals.

Other unique impediment (**specify**): _____

**SECTION 00470
CDBG COMPLIANCE FORMS**

PART C - SIGNATURE

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge. I understand that the City of Lake Forest and/or the United States Department of Housing and Urban Development may verify the information provided herein in connection with Section 3 compliance monitoring/audit activities and that failure to fully and truthfully complete this Checklist is a default under the terms of my contract and may subject me to economic or other sanctions.

I further declare under penalty of perjury that if the checkbox to question Part A-2 of this checklist is checked, that I certify no new contract opportunities have resulted from this Section 3 covered project.

Name of person completing this Checklist
completing this Checklist

Signature of person

Position/Title

Date

When completed, please forward this Checklist and required forms completed by each contractor to the appropriate City of Lake Forest project manager.

**SECTION 00470
CDBG COMPLIANCE FORMS**

SECTION 3 BUSINESS CONCERN ELIGIBILITY QUESTIONNAIRE

As a recipient of federal grant funds, the City of Lake Forest is required to comply with Section 3 of the Housing and Urban Development Act of 1968. Section 3 aims to provide contract opportunities to business that are owned or whose majority of employees are low- and very-low income persons residing in or near federally assisted construction projects. If you would feel you qualify as a Section 3 Business Concern, please complete this questionnaire and return it the City's project manager. Information is confidential and will be utilized for reporting purposes only.

Name of Business: _____

Address of Business: _____

Telephone No.: _____ Fax No.: _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Employer I.D. Number: _____

DUNS Number: _____ CCR Number: _____

Section 3 Business Concern Qualifying Basis (check one)

- Provider of permanent, full-time employment for low-income residents residing in the project service area
- Permanent, full-time employees include at least 30% Section 3 low-income residents
- 51% owned by Section 3 low-income residents
- Public housing resident owned business
- Youth build project contractor
- Do not wish to be qualified as a Section 3 business concern

Ethnicity (check one):

- White African/American Native American
- Hispanic Asian/Pacific Islander Other (*please specify*) _____

**SECTION 00470
CDBG COMPLIANCE FORMS**

How did you learn of this contract opportunity?

- | | |
|---|--|
| <input type="checkbox"/> Project Site | <input type="checkbox"/> Area Churches/Community Centers |
| <input type="checkbox"/> Lake Forest Bulletin Board/Website | <input type="checkbox"/> Lake Forest Based Organizations Engaged in Community Development Activities |
| <input type="checkbox"/> Chamber of Commerce | <input type="checkbox"/> Other (<i>specify</i>)_____ |

By this signature affixed hereto, I declare under penalty of perjury that the above information is correct.

Print Name

Signature of Business Concern Owner

Date

For Office Use Only:	Section 3 Business Concern: Yes <input type="checkbox"/> No <input type="checkbox"/>
_____ Qualified by	_____ Date

**SECTION 00470
CDBG COMPLIANCE FORMS**

SECTION 3 EMPLOYMENT AND BUSINESS OPPORTUNITY NOTICE

This form can be published or posted by each contractor and his/her subcontractors as a means to comply with project Section 3 requirements.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u, _____
(Contractor/Subcontractor name) is seeking qualified low-income Lake Forest construction trade workers and/or construction subcontractors that qualified as Section 3 Business Concerns located in Lake Forest:

PROJECT LOCATION: _____

ESTIMATED START OF CONSTRUCTION: _____

CONSTRUCTION TRADE EMPLOYMENT OPPORTUNITIES:

NO. AND TYPES OF TRADES NEEDED	EXPERIENCE REQUIRED

OTHER EMPLOYMENT OPPORTUNITIES:

NO. AND TYPES OF EMPLOYMENT	EXPERIENCE REQUIRED

CONTRACT AND SUBCONTRACT OPPORTUNITIES:

If your business is located in the City of Lake Forest, and/or you employ low-income individuals residing in or near the project area, you may qualify as a Section 3 Business Concern.

Types of available Construction Contract/Subcontract Opportunities: _____

If you have work experience in the construction trades or jobs listed above, or you would like to inquire about contract opportunities, call _____
(Contractor/Subcontractor) at _____ (Tel No) for additional information.

**SECTION 00470
CDBG COMPLIANCE FORMS**

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(APPLICABLE TO FEDERALLY ASSISTED CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor and subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraphs 1 through 4 of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

I have read this required information regarding the Clean Air and Water Acts, which is evidenced by my signature.

Signature

Date

SECTION 00500

CONTRACT

CONTRACT

THIS CONTRACT is made this ____ day of _____, 20__, in the County of Orange, State of California, by and between the City of Lake Forest hereinafter called City, and _____, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

ADA ACCESS RAMP IMPROVEMENTS PHASE VIII, TAMARISK PARK RAMP (PW2013.23)

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **FIFTY (50) working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of \$175,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, **[**insert 10% dollar amount (\$XXXXX)**]**, as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council..

ARTICLE 4. LIQUIDATED DAMAGES. **ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$500 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the

SECTION 00500
CONTRACT

Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- CDBG Compliance Forms
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Appendices (I-IV)
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Department of Public Works or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage

**SECTION 00500
CONTRACT**

requirement, the higher of the two will prevail.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

[NAME OF CONTRACTOR]

CITY OF LAKE FOREST

By _____

By _____

Name and Title: _____

License No. _____

END OF CONTRACT

SECTION 00610
PERFORMANCE BOND
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lake Forest (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for ADA ACCESS RAMP IMPROVEMENTS PHASE VIII, TAMARISK PARK RAMP (PW 2013.23) (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, _____, THEREFORE, _____ we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS and _____ CENTS (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

SECTION 00610
PERFORMANCE BOND

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

**SECTION 00610
PERFORMANCE BOND**

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

**SECTION 00610
PERFORMANCE BOND**

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

**SECTION 00610
PERFORMANCE BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____
Title(s)
- Partner(s) Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

**SECTION 00620
PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Lake Forest (hereinafter designated as "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as ADA ACCESS RAMP IMPROVEMENTS PHASE VIII, TAMARISK PARK RAMP (PW 2013.23) (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and
_____ as Surety, are held and firmly bound unto
the City in the penal sum of _____
_____ DOLLARS and _____ CENTS (\$_____)
lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be

**SECTION 00620
PAYMENT BOND**

exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

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SIGNATURES ON FOLLOWING PAGE

**SECTION 00620
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL
(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY
(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

**SECTION 00620
PAYMENT BOND**

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____
Title(s)
- Partner(s) Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

**SECTION 00700
GENERAL CONDITIONS**

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or City.
- b. Act of God is an earthquake in excess of a magnitude of 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or City .
- d. Contract Documents includes all documents as stated in the Contract.
- e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the City Manager, or his or her designee, of the City, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as "City's Representative" or "Representative" in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project is The Work planned by City as provided in the Contract Documents.

**SECTION 00700
GENERAL CONDITIONS**

- n. Provide shall include provide, complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction ("Greenbook"), Latest Edition, which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail. California Department of Transportation Standard Specifications and Standard Plans dated May 2006 will control the construction materials and construction methods for the Technical Specifications Part 4 portion of this Contract, except as amended by the plans, Technical Specifications, or other Contract Documents.
- q. The Work means the entire improvement planned by City pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- a. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives
 - 2. Addenda
 - 3. Special Conditions
 - 4. Technical Specifications
 - 5. Plans (Contract Drawings)
 - 6. Contract
 - 7. General Conditions
 - 8. Instructions to Bidders
 - 9. Notice Inviting Bids
 - 10. Contractor's Bid Forms
 - 11. Greenbook
 - 12. Standard Plans
 - 13. Reference Documents

**SECTION 00700
GENERAL CONDITIONS**

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- c. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, 3 copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. Examination of Contract Documents. Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. Quality of Parts, Construction and Finish. All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. Contractor's Variation from Contract Document Requirements. If it is found that

**SECTION 00700
GENERAL CONDITIONS**

the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. No excavations were made to verify the locations shown for underground utilities. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage.
- c. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections and, if necessary, Contractor shall arrange for the relocation of service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- d. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations
- e. Notwithstanding the above, pursuant to Section 4215 of the Government Code, City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.
- f. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by City, and obtain an inquiry identification number from that

**SECTION 00700
GENERAL CONDITIONS**

notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and City has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

- a. Estimated Schedule. Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

- c. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or

SECTION 00700
GENERAL CONDITIONS

equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, City may have adopted certain uniform standards for certain materials, processes and articles.

- c. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to City in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of City’s costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor

SECTION 00700
GENERAL CONDITIONS

shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

**SECTION 00700
GENERAL CONDITIONS**

- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to City free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of City or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any employee of the Contractor whom City determines is incompetent or unfit shall be removed from this Project.

ARTICLE 13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and City.
- b. City reserves the right to Approve all subcontractors. City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

**SECTION 00700
GENERAL CONDITIONS**

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than City.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as City's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to City.

ARTICLE 15. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until the Work is accepted.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of City, use City's existing utilities by compensating City for utilities used by Contractor.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by City. Contractor may either request reimbursement from City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

ARTICLE 17. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be

**SECTION 00700
GENERAL CONDITIONS**

prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:
- 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the site differing from those indicated.
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to City in writing. City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the

**SECTION 00700
GENERAL CONDITIONS**

Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of City and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARS). Although the SCAQMD and CARS limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARS to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARS, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in Article 50.

ARTICLE 22. WATER QUALITY MANAGEMENT AND COMPLIANCE

- a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

- b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Boards (Santa Ana and San Diego Regions) Order No. R8-2009-0030 (NPDES Permit No. CAS 618030), Order No. R9-2009-0002, Order No. R8-2009-0045, Order No. R9-2013-0001 as amended

SECTION 00700
GENERAL CONDITIONS

by Order Nos. R9-2015-0001 and R9-2015-0100, and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof.

- c. Contractor shall comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses. These requirements include but are not limited to, all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Lake Forest Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Sections 5, 7, and 8 of the DAMP contain requirements related to design and construction of public projects. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein. In the event the DAMP and LIP are revised or replaced in accordance with the requirements of a state or federal law, rule or permit that impacts the performance of the Work, Contractor shall comply with the revised or replaced requirements.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:

http://www.lakeforestca.gov/depts/pw/water/local_implementation_plan_%28lip%29.asp

More information on the applicable WQMP is available on the internet at:

[http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_\(wqmp\).asp](http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_(wqmp).asp)

- d. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, including any amendment or renewal thereof, ("Construction General Permit") for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
- e. City may require Contractor to file the Notice of Intent ("NOI") and obtain coverage for the Project under the Construction General Permit. This may include filing all necessary documentation including the Permit Registration Documents ("PROs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work

SECTION 00700
GENERAL CONDITIONS

site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. City retains the right to develop its own documentation for the project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the City developed SWPPP. Specific requirements for the Work site shall be set forth in the Special Conditions. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

- f. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with California Regional Water Quality Control Board Order No. R8-2009-0030, Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100 and any amendment or renewal thereof, and the City's LIP and Orange County DAMP and any revision or replacement thereof.
- g. Notwithstanding the above, before any PROs, SWPPP, or other Construction General Permit related document may be submitted to the State Water Resources Control Board or implemented on the Work site, it must first be reviewed and approved by the City and/or the City's designee. The City expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PROs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The City additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the City's sole determination. Any costs incurred by the City in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.
- h. Failure to comply with laws, regulations, and ordinances listed in this Article 22 is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
- i. City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.

**SECTION 00700
GENERAL CONDITIONS**

- j. City may seek damages from Contractor for delay in completing the Work in accordance with the Contract Documents, caused by Contractor's failure to comply with the laws, regulations and policies described in this Article 22, or any other relevant water quality law, regulation, or policy.

ARTICLE 23. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, City may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations, location and alignment of any and all site elements (buildings, paving, walks, fencing, furnishings, etc.) shall be furnished by the Contractor at its expense. A digital AutoCAD (version 2011) file shall be provided to the Contractor by the City indicating the location and layout of all site elements for the use by the Contractors surveyor. Layout shall be done by a registered civil engineer or a licensed land surveyor Approved by the Engineer. Any surveying necessary to establish the grade and line of the work is to be done by a properly licensed land surveyor retained by the contractor. Any required "as-built" drawings of the Work shall be prepared by the registered Civil Engineer.

ARTICLE 25. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all

**SECTION 00700
GENERAL CONDITIONS**

equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than City, Contractor shall promptly inform City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify City so that City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from

SECTION 00700
GENERAL CONDITIONS

settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by City and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.
 - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to City.
 - 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to

**SECTION 00700
GENERAL CONDITIONS**

City.

- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 - 9) At the completion of work each day, leave the Project site in a clean, safe condition.
 - 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.
- e. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.
- f. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. City shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. AUTHORIZED REPRESENTATIVES

City shall designate representatives, who shall have the right to be present at the Project site at all times. City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Unless otherwise provided in the Special Conditions, Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

**SECTION 00700
GENERAL CONDITIONS**

- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:
- 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

ARTICLE 31. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.
- c. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by City. The Contractor shall also provide the following:
- 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- d. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- e. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The

**SECTION 00700
GENERAL CONDITIONS**

name and address of the Contractor or any subcontractor shall not be marked or obliterated.

- f. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to City, forfeit one hundred dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 32. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to City not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor..
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- d. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail."

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 33. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 34. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

ARTICLE 35. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 36. INSURANCE

The Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Appendix "1" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

ARTICLE 37. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) days of the date stated in City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated

**SECTION 00700
GENERAL CONDITIONS**

damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- b. Inclement Weather. Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify City in writing of causes of delay. City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. No Damages for Reasonable Delay. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 38. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following City's Acceptance of the Work, the Contractor shall submit to City a written statement of the final quantities of unit price items for inclusion in the final

**SECTION 00700
GENERAL CONDITIONS**

payment request.

- e. City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 39. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 - 1) Obtaining and paying for all bonds, insurance, and permits.
 - 2) Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
 - 3) Installing temporary construction power, wiring, and lighting facilities.
 - 4) Establishing fire protection system.
 - 5) Developing and installing a construction water supply.
 - 6) Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 - 7) Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
 - 8) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 - 9) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 - 10) Arranging for and erection of Contractor's work and storage yard.
 - 11) Posting all OSHA required notices and establishment of safety programs

**SECTION 00700
GENERAL CONDITIONS**

per Cal-OSHA.

- 12) Full-time presence of Contractor's superintendent at the job site as required herein.
- 13) Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 40. PAYMENTS

- a. City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work (or ten percent (10%) in the event the City has adopted a finding that the Work under the Contract is substantially complex), if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132. Prior to final payment by City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any

ARTICLE 41. SUBCONTRACTOR OR MATERIALMEN.PAYMENTS WITHHELD AND BACKCHARGES

- a. In addition to amounts which City may retain under other provisions of the Contract Documents City may withhold payments due to Contractor as may be

**SECTION 00700
GENERAL CONDITIONS**

necessary to cover:

- 1) Stop Notice Claims.
 - 2) Defective work not remedied.
 - 3) Failure of Contractor to make proper payments to its subcontractors or suppliers.
 - 4) Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
 - 5) Damage to another contractor or third party.
 - 6) Amounts which may be due City for claims against Contractor.
 - 7) Failure of Contractor to keep the record ("as-built") drawings up to date.
 - 8) Failure to provide updates on the construction schedule.
 - 9) Site clean up.
 - 10) Failure of the Contractor to comply with requirements of the Contract Documents.
 - 11) Liquidated damages.
 - 12) Legally permitted penalties.
- b. Upon completion of the Contract, City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 42. CHANGES AND EXTRA WORK

a. Change Order Work

- 1) City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, shall be performed under the applicable conditions of the Contract Documents, and shall be subject to the approval authority requirements of Article 4 of the Contract. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for

**SECTION 00700
GENERAL CONDITIONS**

loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless City requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and City.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by City.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with City's estimate of cost. If the change is issued based on City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that City's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole

SECTION 00700
GENERAL CONDITIONS

discretion.

- (c) Tool and Equipment Use. Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, or Caltrans Equipment Rental Rates (without surcharge) at the time the work is performed.
 - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - v. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal

SECTION 00700
GENERAL CONDITIONS

fees; Final cleanup; Other incidental Work; Related warranties.

- 10) For added or deducted Work by subcontractors, the Contractor shall furnish to City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 11) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 12) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 13) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify City's change order form in an attempt to reserve additional rights.
- 14) If City disagrees with the proposal submitted by Contractor, it will notify the Contractor and City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with City, a change order will be issued by City. If no agreement can be reached, City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 15) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 16) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

b. Contract Unit Prices

- 1) Increases more than twenty-five percent (25%) percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications exceed the Bid quantity by more than twenty-five percent (25%), payment for the quantity in excess of one hundred twenty-five percent (125%) of the Bid quantity will be made on the basis

**SECTION 00700
GENERAL CONDITIONS**

of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the City, or at the option of the Engineer, on the basis of the Extra Work per paragraph (a) above.

- 2) Decreases of more than twenty-five percent (25%). Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with Plans and Specifications, be less than seventy-five percent (75%) of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the City, or at the option of the Engineer, on the basis of the Extra Work per paragraph (a) above; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for seventy-five percent (75%) of the Bid quantity at the Contract Unit Price.

ARTICLE 43. OCCUPANCY

City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 44. INDEMNIFICATION

Contractor shall defend (with counsel of City Council's choosing), indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. To the fullest extent permitted by law, Contractor shall defend, at Contractor's own cost, expense and risk, with City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 45. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order, request for information , request for proposals, or Architect's Supplemental Instructions where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts in .pdf or other approved format. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 46. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and City shall be resolved under the following procedure unless City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. All Claims. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by City.
- c. Claims Under \$50,000. City shall respond in writing to the claim within 45 days of receipt of the claim, or, City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of City and the Contractor. City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.
- d. Claims over \$50,000 but less than or equal to \$375,000. City shall respond in

SECTION 00700
GENERAL CONDITIONS

writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between City and the Contractor. City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

- e. Claims in excess of \$375,000. The City shall respond in writing within a reasonable period of time to review and evaluate the Claim. The City may request in writing any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- f. All Claims. The Contractor will submit the claim justification in the following format:
 - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- g. All Claims. If the Contractor disputes City's response, or if City fails to respond within the statutory time period(s), the Contractor may so notify City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, City shall schedule a meet and confer conference within 30 days.
- h. The Contractor must comply with the claims filing procedures set forth in Government Code sections 900 *et seq.* for any claim or any portion thereof that remains in dispute after the meet and confer conference. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the

**SECTION 00700
GENERAL CONDITIONS**

time the Contractor submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

- i. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

- j. Government Code Claim. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

ARTICLE 47. CITY'S RIGHT TO TERMINATE CONTRACT

- a. Termination for Cause: City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to City for any excess costs or other damages incurred by City to complete the Project. If City takes over The Work, City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. Termination For Convenience: City may terminate performance of The Work in

SECTION 00700
GENERAL CONDITIONS

whole or, in part, if City determines that a termination is in City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
 - 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
 - 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
 - 6) Submit to City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by City's Termination for Convenience."
 - 7) These provisions are in addition to and not in limitation of any other rights or remedies available to City.
- c. Savings Clause. If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

**SECTION 00700
GENERAL CONDITIONS**

- d. Exception. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of City or the Contract is terminated.

ARTICLE 48. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- d. Contractor shall furnish City with all warranty and guarantee documents prior to final Acceptance of the Project by City.
- e. City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
- 1) Obtain for City all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of City; and
 - 3) Enforce all warranties for the benefit of City, unless otherwise directed in writing by City.

This Article shall not limit City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. City specifically reserves all rights related to defective work, including but

**SECTION 00700
GENERAL CONDITIONS**

not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 49. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to City any of the Contractor's other documents related to the Project immediately upon request of City.
- c. In addition to the State Auditor rights above, City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to City, for a period of four (4) years after final payment.

ARTICLE 50. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 51. SEPARATE CONTRACTS

- a. City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for

**SECTION 00700
GENERAL CONDITIONS**

the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 52. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 53. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 54. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 55. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of City and Contractor.

ARTICLE 56. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of City. Any assignment without the written consent of City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are

**SECTION 00700
GENERAL CONDITIONS**

filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 57. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify City in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 58. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time City makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 59. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 60. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom..
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 61. PATENT FEES OR ROYALTIES

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility

**SECTION 00700
GENERAL CONDITIONS**

arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 62. OWNERSHIP OF DRAWING

All Contract Documents furnished by City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to City on request at completion of The Work.

ARTICLE 63. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

END OF GENERAL CONDITIONS

**SECTION 00750
SPECIAL CONDITIONS**

SPECIAL CONDITIONS

FOR

**ADA ACCESS RAMP
IMPROVEMENTS PHASE VIII, TAMARISK PARK RAMP
(PW 2013.23)**

- 1. Specific Materials.** City has not made findings pursuant to Public Contract Code Section 3400(b) regarding the use of specific materials, products, things, and/or services that must be utilized for the Project.
- 2. Storm Water Specifications.** City has not prepared a SWPPP or other storm water compliance plan for the Project site. Contractor shall be responsible for filing the NOI and for obtaining coverage under the Permit. This includes preparing and implementing a SWPPP for the Project site, and coordinating all submittals with the City's Legally Responsible Person and Authorized Signatory as those terms are defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the City. If the Project is less than one acre in size Contractor is still required to develop and implement an erosion and sediment control plan for the Work site. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- 3. Pre-Construction Meeting.** After, or upon, notification of Contract Award, the Engineer will set the time and location for the Pre-Construction Meeting. Attendance of the Contractor's management personnel responsible for the management, administration, and execution of the project is mandatory for the meeting to be convened. Failure of the Contractor to have the Contractor's responsible project personnel attend the Pre-Construction Meeting will be grounds for default by Contractor. No separate payment will be made for the Contractor's attendance at the meeting. The Notice to Proceed will only be issued on or after the completion of the Pre-Construction meeting.
- 4. Modification of Hours of Work.** The Contractor's activities shall be confined to Monday through Friday, excluding City holidays and weekends. The Contractor's activities shall be confined to the hours between 8:00 a.m. and 5:00 p.m. Working hours on arterial streets, including closure of travel lanes, will be allowed only between the hours of 9:00 a.m. and 3:00 p.m. Deviation from these hours will not be permitted without written request and the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested, or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.
- 5. SURVEY CONTROL AND REFERENCE POINTS.** Prior to the start of construction, the Contractor (its licensed surveyor or qualified engineer) shall locate all monuments (both of record and not of record), bench marks, and centerline ties within one hundred feet of the construction activity. Additional ties to monuments shall be set when ties are missing (min. four ties per monument). The Contractor shall prepare and submit for review to the City Engineer separate tie

SECTION 00750
SPECIAL CONDITIONS

sheets and Corner Record sheets (monuments not of record shall have only tie sheets prepared). Corner Records shall conform to the County Engineers' Association of California's "Guide to the Preparation of Records of Survey and Corner Records" document as provided by the County of Orange Land Surveyor's Office and on file in the City of Lake Forest City Engineers Office. Upon review by the City Engineer, the Contractor shall file the Corner Records with the County of Orange Land Surveyor's Office. Certified Corner Records shall be filed with the City Engineer. Prior to final Acceptance by the City, the Contractor shall resurvey all field monuments and centerline ties within the construction zone, prepare tie sheets and corner record sheets as indicated above, and file them with the City Engineer for review. After review by the City Engineer, the land surveyor shall file the corner records with the County Land Surveyors Office, and file certified copies of the corner records with the City Engineer.

All survey monuments removed or altered as a result of construction shall be reset, corner records shall be filed with the County of Orange Land Surveyor's Office, and approved final corner records shall be filed with the City Engineer. Centerline ties removed as a result of construction shall be reset and tie sheets filed with the City Engineer.

Contractor shall provide a letter of certification for all monuments having four or more existing ties which are within 0.02 ft plus or minus of the original City tie sheet records. When several monuments and ties appear on one tie sheet and one of the ties has changed the land surveyor shall re-measure all of the ties and re-file a new ties sheet with the City as required herein.

County of Orange permanent and temporary bench marks within the construction zone shall be located by survey, and the Contractor shall send a written notification of impending construction to the County of Orange Land Surveyor's Office two weeks prior to construction.

6. **Permits.** Prior to the start of any work, the Contractor shall take out the applicable City permits and make arrangements for City inspections. The City will issue the permits at no charge to the Contractor. An encroachment permit will be provided for this project at no cost to the Contractor from the Public Works Engineering Division. The City does not require a business license. The Contractor and Subcontractors shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

All costs to the Contractor for securing and complying with permits and complying with license requirements will be included in various contract bid items, and no separate payment will be made therefore."

7. **Public Notice.** The Contractor shall provide written notice to all homeowners that are adjacent to the construction. The written notices shall be provided at least seven (7) calendar days before the start of construction at each location.

8. **Traffic and Access.** The Contractor shall notify the occupants of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

**SECTION 00750
SPECIAL CONDITIONS**

At least one twelve foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement, and shall remain unobstructed.

The Contractor shall not perform work on any street on the same day as refuse collection occurs, unless approved by the Engineer in writing in advance of such work.

Clearances from traffic lanes shall be five feet (5') from the edge of any excavation and two (2) feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets, except as specifically exempted by the Engineer. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5')."

All costs to the Contractor for traffic and access shall be included in various contract bid items, and no separate payment will be made therefore."

9. **Traffic Control Plans.** Traffic control plans are NOT required for this project.

10. **Notification.** The Contractor shall notify the City and the owners of all utilities and substructures not less than forty-eight (48) hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the CONTRACTOR and is not guaranteed to be complete or correct:

CITY OF LAKE FOREST (949) 461-3480
Attention: Mr. Thomas Wheeler, P.E., Director of Public Works/City Engineer

SOUTHERN CALIFORNIA EDISON COMPANY (949) 458-4444
Attention: Mr. Brian Small

AT&T (714) 666-5696
Attention: Mr. Victor Perez

COX COMMUNICATIONS (949) 546-2805
Attention: Mr. Steve Weibel
After hours – SOC (Systems Operations Center) (949) 546-4100

EL TORO WATER DISTRICT (949) 837-7090
Attention: Mr. Brian Miller

THE GAS COMPANY (714) 634-3278
Attention: Mr. Mike Harriel

IRVINE RANCH WATER DISTRICT (949) 453-5311
Attention: Mr. Brad Jackson

**SECTION 00750
SPECIAL CONDITIONS**

TRABUCO CANYON WATER DISTRICT Attention: Mr. Hector Ruiz	(949) 858-0277
COUNTY OF ORANGE TRAFFIC SIGNAL MAINTENANCE Attention: Mr. Dan Richards	(714) 834-4502
UNDERGROUND SERVICE ALERT	(800) 422-4133

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the CONTRACTOR and Subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department or the CITY Police Department prior to beginning work.

11. **Time of Completion.** The time for completion shall be **FIFTY (50) working days** from the commencement date stated in the Notice to Proceed.

12. **Federal Requirements for Federal-Aid (CDBG) Construction Projects.**

16.01 - Section 3 Compliance. This project is funded under a program with CDBG assistance funds requiring compliance with Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135]. The apparent low bidder, and/or subsequent lowest bidder found responsive and responsible shall therefore comply with Section 3 Requirements. Documentation exhibiting such compliance shall be submitted to the City, included but not limited to, the following:

Required upon Notice of Intent to Award, and prior to, Award of a Contract:

1. Documentation of notifications to Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Documentation of notifications to potential subcontractors working on Section 3 covered projects of their responsibilities;
3. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
4. Documentation of Incorporating the Section 3 Clause into all covered solicitations and subcontracts [see 24 CFR Part 135.38] as follows:

Title 24: Housing and Urban Development

Subtitle B: Regulations Relating to Housing and Urban Development

SECTION 00750
SPECIAL CONDITIONS

CHAPTER I: OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUBCHAPTER B: EMPLOYMENT AND BUSINESS OPPORTUNITY

PART 135: ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME
PERSONS

Subpart B: Economic Opportunities for Section 3 Residents and Section 3 Business
Concerns

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 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.

**SECTION 00750
SPECIAL CONDITIONS**

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (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(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Required upon request during the project / prior to acceptance and final payment:

5. Documentation of assisting and actively cooperating with the City in making subcontractors comply;
6. Documentation of refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documentation of actions taken to comply with Section 3; and
8. Copies of Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

12.02 - Contracting with Small Business, Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms. The City of Lake Forest hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women owned business enterprises will be afforded full opportunity to submit bids in response to this invitation. The apparent low bidder, and/or subsequent lowest bidder found responsive and responsible shall therefore submit to the City, documentation exhibiting its good faith efforts to afford such full opportunity, included but not limited to, the following:

Required upon Notice of Intent to Award, and prior to, Award of a Contract:

SECTION 00750
SPECIAL CONDITIONS

1. Documentation of solicitations sent to small business, women owned businesses, minority businesses and/or Labor Surplus Areas
2. Documentation of utilization of services and assistance from the Small Business Administration and other minority / women owned business associations.
3. Documentation of good commercial purpose identified for subcontractor opportunity

Required upon request during the project / prior to acceptance and final payment:

4. Documentation of small/minority/women owned business utilization and payment

12.03 - HUD-1040 Form. This is a Federally-assisted construction contract. Federal Labor Standards Provisions outlined in the HUD-1040 form is included in Appendix IX of the Project Specifications.

12.04 - 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 the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

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), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**SECTION 00750
SPECIAL CONDITIONS**

12.05 - Contracting with Small Business, Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

**CONTRACTING WITH SMALL BUSINESS
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - a. Including qualified Small Business and Minority Firms on solicitation lists.
 - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

12.06 - Federal Labor Standards Provisions

SECTION 00750 SPECIAL CONDITIONS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

SECTION 00750 SPECIAL CONDITIONS

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;

SECTION 00750 SPECIAL CONDITIONS

(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

SECTION 00750 SPECIAL CONDITIONS

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.

SECTION 00750 SPECIAL CONDITIONS

(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.

END OF SPECIAL CONDITIONS

SC - 13

**SECTION 00760
TECHNICAL SPECIFICATIONS**

TECHNICAL SPECIFICATIONS

PART 2 – CONSTRUCTION MATERIALS

**SECTION 200
ROCK MATERIALS**

200-1.6 Stone for Riprap

200-1.6.1.1 Stone for Riprap shall be 12”-9” river rock for a depth of 18 inches with 9”-6” river rock as a cover and then filled in with crushed aggregate base.

200-2 UNTREATED BASE MATERIALS

200.2-1 General. Untreated base shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

**SECTION 201
CONCRETE, MORTAR, AND RELATED MATERIALS**

201-1 PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specific by Class and Alternate Class. Add the following:

The same brand, type, and source of cement and aggregate shall be used for all Portland Cement Concrete. Foundation and retaining wall concrete shall be 4,000 PSI at 28 Days with maximum slump of 4 inches and water/cement ratio of 0.45 with all other Portland Cement Concrete shall be 560-C-3250 and conform to section 303-5.

201-4 CONCRETE CURING COMPOUNDS

201-4.1 Membrane Curing Compounds.

201-4.1.1 General. Concrete curing compound shall be Type 1-D.

**SECTION 00760
TECHNICAL SPECIFICATIONS**

**SECTION 800
LANDSCAPE AND IRRIGATION SYSTEM**

800-1 LANDSCAPE MATERIALS

All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and replanted in kind, except as otherwise designated in the plans. Existing irrigation systems shall be repaired and restored to operating condition to the satisfaction of the Engineer.

800-1.1.2 Class A Topsoil. Topsoil shall be Class "A".

800-1.2 Soils Fertilizing and Conditioning Materials.

800-1.2.3 Commercial Fertilizer. Commercial fertilizer shall be 12-12-12 NPK, spread at rate of 1 pound per 100 square feet of lawn area.

800-1.24 Organic Soil Amendment. Use Type I

800-1.4 Plants. Add the following: Grade smooth all surfaces to be planted. Soil shall be level, smooth and moist before planting.

800-1.4.5 Sod shall be Marathon 3 or approved equal. All ground cover shall match existing plant materials.

800-2 IRRIGATION SYSTEM MATERIALS

800-2.1 Pipe and Fittings

800-2.1.1 General. All materials shall be equal to similar materials in use at the site of work, and shall be approved by the Engineer. Plastic pipe 1/2 inch through 1-1/2 inches shall be PVC 1120, Schedule 40 solvent welded pipe. Pipe for reclaimed water systems shall be purple pigmented and marked "Reclaimed Water."

Plastic pipe two inches (2") and larger shall be PVC 1120, Class 315 solvent welded pipe.

All pipe sleeving shall be PVC 1120, Schedule 40 solvent welded pipe.

800-2.1.3 Plastic Pipe and Fittings. All plastic pipe fittings shall be new normal impact rigid polyvinyl chloride (PVC) 1220 or 1120 pipe extruded from 100 percent virgin materials.

SECTION 00760
TECHNICAL SPECIFICATIONS

Pipe shall be homogenous throughout, free from visible cracks, holes, blisters, dents, wrinkles, die and heat marks, and foreign materials.

Continuously and permanently mark pipe with manufacturer's name or trademark, kind and size pipe, material, manufacturer's lot number, schedule, or Class and NSF seal of approval.

The physical specifications of the Society of Plastic Industries for each type of pipe used shall be deemed and construed as a part of this specification.

Solvent weld fittings shall be PVC manufacture, heavy wall and of the IPS solvent welded types, Schedule 40. Fittings containing threads shall be Schedule 80.

Primer and solvent cement shall be of the type and make approved by the pipe manufacturer for use on its pipe. Unless noted otherwise by manufacturer, primer shall meet ASTM F-656, and cement shall meet ASTM D-2564.

800-2.4 Sprinkler Equipment. Irrigation heads shall match existing heads in type and manufacturer and subject to approval by the Engineer.

800-3 ELECTRICAL MATERIALS

800-3.2 Conduit and Conductors.

800-3.2.1 Conduit. The first line of Subsection 800-3.2.1 of the Standard Specifications is hereby deleted and replaced with the following:

Conduit shall be PVC 1120, Schedule 40 solvent welded pipe and gray in color.

800-3.2.2 Conductors. The second paragraph of Subsection 800-3.2.2 of the Standard Specifications is hereby deleted and replaced with the following:

LOW VOLTAGE CONDUCTORS

Pilot lines and common wire connecting remote control valves to automatic controller shall be direct burial, U.F. type with approved 4/46-inch thick waterproof coating, 600 volt, 75 degrees centigrade, copper single-strand wire, U.L. approved.

All "pilot" wires shall be black coated. All "common" wires shall be white.

**SECTION 00760
TECHNICAL SPECIFICATIONS**

PART 3 – CONSTRUCTION METHODS

**SECTION 300
EARTHWORK**

300-2 UNCLASSIFIED EXCAVATION

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavation within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavation may be considered only for the purpose of backfilling areas to be planted.

**SECTION 303
CONCRETE AND MASONRY CONSTRUCTION**

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS.

303-5.5 Finishing.

303-5.5.3 Walk. All walks shall be finished by hand with a wood float.

**SECTION 00760
TECHNICAL SPECIFICATIONS**

PART 4 – MEASUREMENT AND PAYMENT

The project constructs a ADA access ramp from Tamarisk Road into the park at the northerly corner of the park to playground equipment and ball fields.

BID ITEMS

Bid Item No. 1 Mobilization

Mobilization and demobilization shall conform to the provisions of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to those, necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other works and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work in various contract items on the project site. Mobilization shall also include the time, materials and labor to move the necessary construction equipment to and from the site, supervisor time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for mobilization and demobilization shall be included in the Lump Sum (LS) Price base is and shall be considered full compensation for obtaining all business licenses and permits as required for the entire project, from all related agencies, including but not limited to, utility companies, private and public agencies and the City of Lake Forest; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. Progress payment for Mobilization bid items shall be paid in accordance with a the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire contract period.

All necessary work and appurtenances required for a complete and in place and proper operating installation shall be considered as included in the contract price bid per lump sum and no additional compensation will be allowed therefore.

Bid Item No. 2 – Construction Surveying

This bid item shall include all labor, materials and equipment to provide Construction Surveying for the project per the contract Specifications.

SECTION 00760
TECHNICAL SPECIFICATIONS

Payment for Construction Surveying shall be paid on the Lump Sum (LS) Price basis and shall include full compensation for furnishing all labor, tools, equipment for construction surveying.

Bid Item No. 3 – Geotechnical Services

This bid item shall include all labor, materials and equipment to provide Construction Geotechnical Services for the project per the contract Specifications, including but not limited to soil compaction testing, concrete cylinders and other services necessary to complete the construction of the ramp.

Payment for Geotechnical Services shall be paid on the Lump Sum (LS) Price basis and shall include full compensation for furnishing all labor, tools, equipment for geotechnical services.

Bid Item No. 4 – Retaining Wall with Footings and Walkway

This bid item shall include all labor, materials and equipment to excavate for footings and walkway, construct forms, install rebar and pour and finish concrete for the footings and walkway, including but not limited to soil compaction, localized grading and other services necessary to complete the construction of the ramp.

Portland Cement Concrete Construction

PCC shall be 4,000 PSI at 28 days with a maximum slump of four inches (4") per Section 201-1 of the Standard Specifications. Contractor shall submit a mix design to City for approval prior to placing any cement concrete. Water/cement ratio shall not exceed 0.45.

Prior to placing cement concrete, the sub-grade upon which the retaining wall, v-ditch and access ramp is to be placed shall be compacted to a minimum of 95% relative compaction.

The certified tickets accompanying each batch of ready-mix concrete delivered to the job site shall clearly show the "class designation" of the specified concrete mix and a copy of which shall be provided to the Engineer at the end of the day.

Saw cutting

All water used for saw cutting and saw cut material shall be vacuumed and removed to meet water quality and water pollution control standards, such water and material shall not be allowed to enter into any drainage system.

Limits of the new access ramp shall be reviewed and approved by the City prior to saw cutting.

SECTION 00760
TECHNICAL SPECIFICATIONS

The Contractor shall be responsible to layout the proposed ramp to comply with the maximum grades shown on the Project Plans and pertinent details. Typical construction tolerances to construct the new ramp shall not apply and maximum grades shall not be exceeded. The Contractor shall be responsible to re-construct the ramp at his own cost if ramp is deemed non-compliant with the Standard Plans, the pertinent details, these Special Provisions and the ADA.

The Contractor shall verify, with a “smart level”, that maximum ramp and sidewalk grades do not exceed ADA requirements when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any portion of the ramp. It shall be the Contractor’s responsibility to supervise and utilize the proper experienced personnel to ensure that the construction activities are established for the ramp and the CITY shall not be responsible to direct the Contractor’s crews or otherwise serve in this management capacity. The Engineer will approve the concrete forms, prior to the Contractor pouring any PCC construction improvements.

Payment

Payment for removal and construction of new access ramp shall be made at the Contract Unit Price bid per Cubic Yard as shown on the Bid Schedule.

This bid item shall include all labor, materials and equipment to install all the concrete and reinforcing steel for the foundations, retaining walls and walkways for the project per the contract Specifications, including but not limited to all bars, bends, splices/laps, tying and securing within the foundations and form work necessary to complete the construction of the ramp. This Bid Item also includes installing a 12” by 12” wall back drain using ¾” rock wrapped in geotextile fabric (Mirafi 140N) or equal.

Bid Item No. 5 – V-Ditch

This bid item shall include all labor, materials and equipment to install the drainage V-Ditch along the uphill wall for the project per the contract Specifications, including but not limited to grading, soil compaction, forming, placing of woven wire mesh, and other services necessary to complete the construction of the ramp.

Payment for V-Ditch shall be paid on the Lineal Foot (LF) Price basis and shall include full compensation for furnishing all labor, material, tools, equipment to construct the V-Ditch.

Bid Item No. 6 – Drainage Improvements/Rip-Rap and Dissipater

This bid item shall include all labor, materials and equipment to install Drainage Improvements, Rip-Rap and Dissipater for the project per the contract Specifications, including but not limited to grading, soil compaction, install filter fabric, placement of (Appendix II, Detail SS-10) rocks/gravel and other services necessary to complete the construction of the drainage improvements.

SECTION 00760
TECHNICAL SPECIFICATIONS

Payment for Drainage Improvements, Rip-Rap and Dissipater shall be paid on the Lump Sum (LS) Price basis and shall include full compensation for furnishing all labor, tools, equipment to construct the drainage improvements.

Bid Item No. 7 – Excavation, Grading/Clear & Grub

This bid item shall include all labor, materials and equipment to provide excavation grading operations (rough and fine) with clearing and grubbing, removal of interfering roots, per the requirements of Section 300-2 of the Standard Specifications and these Special Provisions, including but not limited to and other services necessary to complete the construction of the ramp.

Payment for unclassified excavation shall be paid on the Lump Sum (LS) Price basis and shall include full compensation for furnishing all labor, tools, equipment for grading.

Bid Item No. 8 – Tree Removal and Root Ball Grind

This bid item shall include all labor, materials and equipment to remove interfering trees and grind the root balls, per the requirements contract Specifications and these Special Provisions, including but not limited to other services necessary to complete the construction of the ramp.

Payment for Tree Removal and Root Ball Grind shall be paid on for EACH (EA) Price basis and shall include full compensation for furnishing all labor, tools, equipment for tree removal and root ball grind.

Bid Item No. 9 – Irrigation Pull Box Relocation

This bid item shall include all labor, materials and equipment to relocate affected pull boxes, relocate all piping and wiring to clear construction activities of the ramp per the contract Specifications and these Special Provisions, including but not limited to other services necessary to complete the construction of the ramp.

Payment for Irrigation Pull Box Relocation shall be paid on the EACH (EA) Price basis and shall include full compensation for furnishing all labor, tools, equipment for irrigation pull box relocation.

Bid Item No. 10 – Irrigation Modifications

This bid item shall include all labor, materials and equipment to modify, relocate and make operational the irrigation system during and after construction of the ramp per the contract Specifications and these Special Provisions, including but not limited to and other services necessary to complete the construction of the ramp.

SECTION 00760
TECHNICAL SPECIFICATIONS

Payment for Irrigation Modification shall be paid on the Lump Sum (LS) Price basis and shall include full compensation for furnishing all labor, tools, equipment for the irrigation modification.

Bid Item No. 11 – Hand Rail, Galvanized

This bid item shall include all labor, materials and equipment to field measure, coordinate with retaining wall construction, fabricate, galvanize and install the hand rail per the contract Specifications and these Special Provisions, including but not limited to other services necessary to complete the construction of the ramp.

Payment for Hand Rail, Galvanized shall be paid on the Lineal Foot (LF) Price basis and shall include full compensation for furnishing all labor, tools, equipment to install the handrail.

Bid Item No. 12 – Fence Modification

This bid item shall include all labor, materials and equipment to modify the fence at the ramp entrance on Tamarisk with material removals, new fence posts, new locking gate to match existing gate, and re-tensioning the fence material as required per the contract Specifications and these Special Provisions, including but not limited to and other services necessary to complete the construction of the ramp.

Payment for Fence Modification shall be paid on the Lump Sum (LS) Price basis and shall include full compensation for furnishing all labor, tools, equipment for fence modification.

END OF TECHNICAL SPECIFICATION

APPENDIX I
INSURANCE REQUIREMENTS

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officials, officers, employees, agents, and volunteers. Company or companies providing insurance coverage shall be acceptable to City, if in the form and coverage as set forth in the Contract Documents.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, occurrence form Commercial General Liability insurance coverage, at least as broad as the most current ISO CGL Form 00 01 including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate. Defense costs shall be paid in addition to the limits.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City, and shall not preclude City from taking such other actions available to City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss,

APPENDIX I
INSURANCE REQUIREMENTS

however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, City may require additional coverage to be purchased by Contractor to restore the required limits. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

3. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under these Contract Documents, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. Such insurance shall be provided in a form and with insurance companies acceptable to City and comply with the provisions of Section 6 below.

4. UMBRELLA OR EXCESS LIABILITY INSURANCE.

Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- a. A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- b. Pay on behalf of wording as opposed to reimbursement;
- c. Concurrency of effective dates with primary policies; and
- d. Policies shall "follow form" to the underlying primary policies.
- e. Insureds under primary policies shall also be insureds under the umbrella or excess policies.

5. BUILDER'S RISK ["ALL RISK"]

The City has obtained Builder's Risk ["All Risk"] extended coverage insurance for the Project. Contractor shall **NOT** procure Builder's Risk ["All Risk"] insurance for this Project, and shall **NOT** include the cost of said coverage in its bid price/the Contract Price.

APPENDIX I
INSURANCE REQUIREMENTS

6. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-:VII.
- b. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from City. At the election of City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Contractor shall cause its insurance carrier(s) to furnish City with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by City's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. All required policies of Commercial General Liability, Automobile Liability insurance shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 01 01 (or endorsements providing the exact same coverage) to effectuate this requirement. Further, all policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to City prior to any material modification or cancellation of such insurance.
- d. In the event of a material modification or cancellation of coverage, City may terminate or Stop Work pursuant to the Contract Documents, unless City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under these Contract Documents until City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- e. All required insurance coverages shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

APPENDIX I
INSURANCE REQUIREMENTS

- f. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. The Contractor shall provide endorsement(s) to this effect at the City's request.
- g. City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- h. In the event any policy of insurance required by the Contract Documents does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract, effective upon notice.
- i. Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.
- j. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- k. Contractor shall be responsible for causing all Subcontractors of any tier working under this Contract to purchase insurance meeting the requirements contained herein, including adding the City its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Subcontractors shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO GC 20 38 04 13 (or an endorsement providing the exact same coverage) to effectuate this requirement. Contractor shall not allow any Subcontractor to commence work relating to these Contract Documents until it has received satisfactory evidence of Subcontractor's compliance with all insurance requirements under this Contract. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

APPENDIX II

CDBG SECTION 3 – ADDITIONAL INFORMATION

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, “It doesn’t have to be fields of dreams”. Homeownership is achievable. For more information visit our HUD [website](http://www.hud.gov/) - <http://www.hud.gov/>.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
 - Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below [HUD’s income limits](#). –

<http://www.huduser.org/datasets/il/il07/index.html>

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
 - Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

APPENDIX II
CDBG SECTION 3 – ADDITIONAL INFORMATION

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- | | | |
|------------------------|-------------------------|-----------------------|
| • Accounting | • Electrical | • Painting |
| • Architecture | • Elevator Construction | • Payroll Photography |
| • Appliance repair | • Engineering | • Plastering |
| • Bookkeeping | • Fencing | • Plumbing |
| • Bricklaying | • Florists | • Printing Purchasing |
| • Carpentry | • Heating | • Research |
| • Carpet Installation | • Iron Works | • Surveying |
| • Catering | • Janitorial | • Tile setting |
| • Cement/Masonry | • Landscaping | • Transportation |
| • Computer/Information | • Machine Operation | • Word processing |
| • Demolition | • Manufacturing | |
| • Drywall | • Marketing | |

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

APPENDIX II

CDBG SECTION 3 – ADDITIONAL INFORMATION

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

APPENDIX II
CDBG SECTION 3 – ADDITIONAL INFORMATION

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with your [local HUD Field Office](#).

<http://www.hud.gov/offices/fheo/aboutfheo/fhhubs.cfm>

A written complaint should contain:

- Name and address of the person filing the complaint
 - Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

FP-3



ROADS, STREETS, AND HIGHWAYS OPERATION AND MAINTENANCE

Streets, roads, and highways are significant sources of pollutants in storm water discharges, and operation and maintenance (O&M) practices, if not conducted properly, can contribute to the problem. O&M practices may involve one or more of the following activities:

- 1. Sweeping & Cleaning**
- 2. Street Repair & Maintenance**
- 3. Bridge and Structure Maintenance**

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measure for roads, streets, and highways operation and maintenance include:

- Use the least toxic materials available (e.g. water based paints, gels or sprays for graffiti removal)
- Recycle paint and other materials whenever possible.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Sweeping & Cleaning

Sweeping Frequency and Timing

- ✓ Maintain a consistent sweeping schedule. Provide minimum monthly sweeping of streets.
- ✓ Perform street cleaning during dry weather if possible.
- ✓ Avoid wet cleaning or flushing of streets, and utilize dry methods where possible.

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

FP-3

- ✓ If flushing of a street is absolutely necessary, sweep and remove debris before flushing. Do not let wash water enter storm drain inlets. Collect wash water and direct to a dirt or vegetated area, pump into a vacuum truck and dispose of properly.

→ Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.

Equipment Operation and Selection

- ✓ Maintain cleaning equipment in good working condition and purchase replacement equipment as needed. Old sweepers should be replaced as needed with new technologically advanced sweepers (preferably regenerative air sweepers) that maximize pollutant removal.
- ✓ Operate sweepers at manufacturer requested optimal speed levels to increase effectiveness.
- ✓ Clean sweepers at a wash rack that drains to the sanitary sewer. The wash rack area should be covered and bermed and wash water should drain to a clarifier prior to entering the sanitary sewer.
- ✓ Regularly inspect vehicles and equipment for leaks, and repair immediately.

→ Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.

Management of Material Removed by Sweeping

- ✓ Dispose of street sweeping debris and dirt at a landfill.
- ✓ Do not store swept material along the side of the street or near a storm drain inlet.
- ✓ If dewatering of saturated materials is necessary it should be conducted in a designated area away from storm drain inlets and the water contained for proper disposal.
- ✓ If authorized by the local sanitation agency, water may be discharged to the sanitary sewer only after passing through a clarifier. As an alternative, dewatering can be conducted in a containment area in which saturated materials are placed on a tarp and allowed to dry. Dry debris is then disposed of properly.

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

FP-3

- Maximize Access for Sweepers**
- ✓ Keep debris storage to a minimum during the wet season or make sure debris piles are contained (e.g. by berming the area) or covered (e.g. with tarps or permanent covers).
 - ✓ Keep accurate operation logs to track program.
 - ✓ Properly maintain and operate equipment; which will increase efficiency.
 - ✓ Sweeping should be conducted as close to the curb line as possible.

2. Repair and Maintenance

- Pavement Marking**
- ✓ Develop paint handling procedures for proper use, storage, and disposal of paints.
 - ✓ Transfer and load paint and hot thermoplastic away from storm drain inlets.
 - ✓ Street or hand sweep thermoplastic grindings. Yellow thermoplastic grindings may require special handling as they may contain lead.
 - ✓ Replace paints containing lead and tributyltin with less toxic alternatives.
 - ✓ Use water based paints. Clean application equipment in a sink that is connected to the sanitary sewer.
 - ✓ Properly store leftover paints if they are to be kept for the next job, or dispose of properly.
 - ✓ See *Spill Control procedure sheet* for guidance on the proper cleanup of paint spills.

- Concrete Installation and Repair**
- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Only mix what is needed for the job.
 - ✓ Wash concrete trucks off site or in designated areas on site, such that there is no discharge of concrete wash water into storm drain inlets, open ditches, streets, or other stormwater conveyance structures.
 - ✓ Store concrete materials under cover, away from drainage areas.
 - ✓ Return leftover materials to the transit mixer. Dispose of small amounts of hardened excess concrete, grout, and mortar in the trash.
 - ✓ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile, or dispose in the trash.
 - ✓ When washing poured concrete areas to remove fine particles and expose the aggregate, contain the wash water for proper disposal; do not discharge

APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE

FP-3

water to the storm drain system.

- ✓ Do not allow excess concrete to be dumped on-site, except in designated areas.
- ✓ Apply concrete, asphalt, and seal coat during dry weather to allow the material to adequately dry prior to a rain event.
- ✓ When making saw cuts in pavement, use as little water as possible and perform during dry weather. Cover each nearby or appropriate storm drain inlet completely with filter fabric or plastic during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. After the liquid drains or evaporates, shovel or vacuum the slurry residue from the pavement or gutter and remove from site. Alternatively, a small on-site vacuum may be used to pick up the slurry as this will prohibit slurry from reaching storm drain inlets.

**Patching, Resurfacing,
and Surface Sealing**

- ✓ Pre-heat, transfer or load hot bituminous material away from storm drain inlets.
- ✓ Apply concrete, asphalt, and seal coat during dry weather to allow the material to adequately dry prior to a rain event.
- ✓ Where applicable, cover and seal each nearby or appropriate storm drain inlet (with waterproof material, plastic or mesh) and maintenance holes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealants has drained or evaporated. Clean any debris from covered man holes and storm drain inlets when the job is complete.
- ✓ Use only as much water as necessary for dust control, to avoid runoff.
- ✓ Catch drips from paving equipment that is not in use with pans or absorbent material placed under the machines. Dispose of collected material and absorbents properly.
- ✓ Prior to a rain event or at the completion of a project, sweep the project area by hand or with a street sweeper.

**Equipment Cleaning,
Maintenance, and Storage**

*Also see Equipment Repair &
Maintenance procedure sheet.*

- ✓ Clean equipment including sprayers, sprayer paint supply lines, patch and paving equipment, and mudjacking equipment at the end of each day. If equipment can be cleaned and materials reapplied at the job site, do so in compliance with the laws and regulations. Clean in a sink or other area (e.g. vehicle wash area) that is connected to the sanitary sewer.
- ✓ If refueling or repairing vehicles and equipment must be done on-site, conduct the activity away from storm drain inlets and watercourses.
- ✓ Place drip pans or absorbent materials under heavy equipment when not in

APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE

FP-3

use.

- ✓ Clean paint brushes and tools covered with water-based paints in sinks connected to sanitary sewers. Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal.

→ *In addition to the procedures above, review and apply general procedures outlined for Minor Construction activities when conducting street, road, and highway repair and maintenance activities.*

3. Bridge and Structure Maintenance

Painting and Paint Removal

- ✓ Transport paint and materials to and from job sites in containers with secure lids and tied down to the transport vehicle.
- ✓ Do not transfer or load paint near storm drain inlets or watercourses.
- ✓ Test and inspect spray equipment prior to starting to paint. Tighten all hoses and connections and do not overfill paint container.
- ✓ If sand blasting is used to remove paint, cover nearby storm drain inlets prior to starting work.
- ✓ If the bridge crosses a watercourse, perform work on a maintenance traveler or platform, or use suspended netting or tarps to capture paint, rust, paint removing agents, or other materials, to prevent discharge of materials to surface waters. If sanding, use a sander with a vacuum filter bag.
- ✓ Recycle paint when possible (e.g. paint may be used for graffiti removal activities). Dispose of paint at an appropriate household hazardous waste facility.
- ✓ See Spill Control procedure sheet for guidance on the proper cleanup of paint spills.

Graffiti Removal

- ✓ Avoid graffiti abatement activities during rain events.
- ✓ Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and/or by using absorbent and properly disposing of the absorbent.
- ✓ Note that care should be taken when disposing of waste since it may need to be disposed of as hazardous waste.
- ✓ When graffiti is removed by painting over, implement the procedures under

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

FP-3

Painting and Paint Removal above.

- ✓ Direct runoff from sand blasting and high pressure washing (with no cleaning agents) into a landscaped or dirt area.
- ✓ If a graffiti abatement method generates wash water containing a cleaning compound (such as high pressure washing with a cleaning compound), plug nearby storm drains and collect wash water and dispose of properly.

**Guardrail and Fence
Repair**

- ✓ When cleaning guardrails or fences follow the appropriate surface cleaning methods (depending on the type of surface) outlined in the *Sidewalk, Plaza, and Fountain Maintenance and Cleaning* procedure sheet.
- ✓ If painting is conducted, follow the *Painting and Paint Removal* procedures above.
- ✓ If graffiti removal is conducted, follow the *Graffiti Removal* procedures above.
- ✓ If construction takes place, see the procedure sheet for *Minor Construction*.
- ✓ Recycle materials whenever possible.

LIMITATIONS:

Limitations related to street sweeping may include high equipment costs, the potential inability to restrict parking in urban areas, the need for sweeper operator training, the inability of current sweeper technology to remove oil and grease, and the lack of scientific evidence regarding the expected levels of pollutant removal.

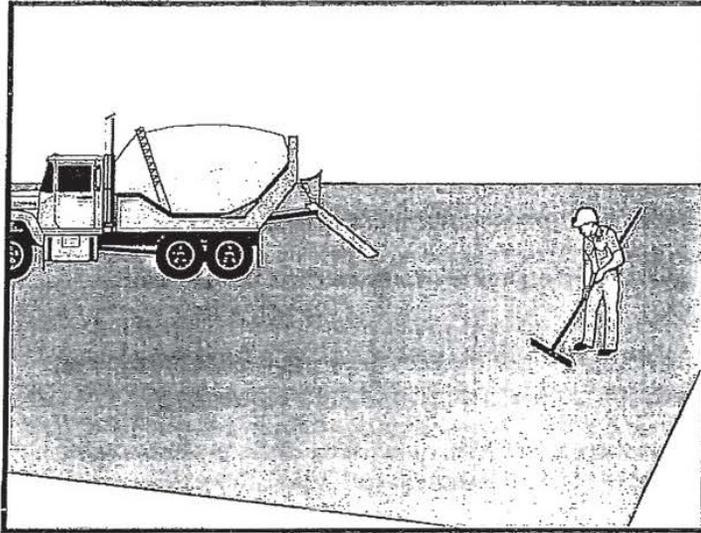
REFERENCES:

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Oregon Association of Clean Water Agencies. Oregon Municipal Stormwater Toolbox for Maintenance Practices. June 1998.

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.

Paving and Grinding Operations NS-3



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	<input checked="" type="checkbox"/>
WM	Waste Management and Materials Pollution Control	<input checked="" type="checkbox"/>

Legend:

- Primary Category**
- Secondary Category**

Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	<input checked="" type="checkbox"/>
Organics	

Potential Alternatives

None

Description and Purpose

Prevent or reduce the discharge of pollutants from paving operations, using measures to prevent runoff and runoff pollution, properly disposing of wastes, and training employees and subcontractors.

The General Permit incorporates Numeric Effluent Limits (NEL) and Numeric Action Levels (NAL) for pH and turbidity (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Many types of construction materials associated with paving and grinding operations, including mortar, concrete, and cement and their associated wastes have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows, which could lead to exceedances of the General Permit requirements.

Suitable Applications

These procedures are implemented where paving, surfacing, resurfacing, or sawcutting, may pollute stormwater runoff or discharge to the storm drain system or watercourses.

Limitations

- Paving opportunities may be limited during wet weather.
- Discharges of freshly paved surfaces may raise pH to environmentally harmful levels and trigger permit violations.



Paving and Grinding Operations

NS-3

Implementation

General

- Avoid paving during the wet season when feasible.
- Reschedule paving and grinding activities if rain is forecasted.
- Train employees and sub-contractors in pollution prevention and reduction.
- Store materials away from drainage courses to prevent stormwater runoff (see WM-1, Material Delivery and Storage).
- Protect drainage courses, particularly in areas with a grade, by employing BMPs to divert runoff or to trap and filter sediment.
- Stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses. These materials should be stored consistent with WM-3, Stockpile Management.
- Disposal of PCC (Portland cement concrete) and AC (asphalt concrete) waste should be in conformance with WM-8, Concrete Waste Management.

Saw Cutting, Grinding, and Pavement Removal

- Shovel or vacuum saw-cut slurry and remove from site. Cover or barricade storm drains during saw cutting to contain slurry.
- When paving involves AC, the following steps should be implemented to prevent the discharge of grinding residue, uncompacted or loose AC, tack coats, equipment cleaners, or unrelated paving materials:
 - AC grindings, pieces, or chunks used in embankments or shoulder backing should not be allowed to enter any storm drains or watercourses. Install inlet protection and perimeter controls until area is stabilized (i.e. cutting, grinding or other removal activities are complete and loose material has been properly removed and disposed of) or permanent controls are in place. Examples of temporary perimeter controls can be found in EC-9, Earth Dikes and Drainage Swales; SE-1, Silt Fence; SE-5, Fiber Rolls, or SE-13 Compost Socks and Berms
 - Collect and remove all broken asphalt and recycle when practical. Old or spilled asphalt should be recycled or disposed of properly.
- Do not allow saw-cut slurry to enter storm drains or watercourses. Residue from grinding operations should be picked up by a vacuum attachment to the grinding machine, or by sweeping, should not be allowed to flow across the pavement, and should not be left on the surface of the pavement. See also WM-8, Concrete Waste Management, and WM-10, Liquid Waste Management.
- Pavement removal activities should not be conducted in the rain.
- Collect removed pavement material by mechanical or manual methods. This material may be recycled for use as shoulder backing or base material.

Paving and Grinding Operations **NS-3**

- If removed pavement material cannot be recycled, transport the material back to an approved storage site.

Asphaltic Concrete Paving

- If paving involves asphaltic cement concrete, follow these steps:
 - Do not allow sand or gravel placed over new asphalt to wash into storm drains, streets, or creeks. Vacuum or sweep loose sand and gravel and properly dispose of this waste by referring to WM-5, Solid Waste Management.
 - Old asphalt should be disposed of properly. Collect and remove all broken asphalt from the site and recycle whenever possible.

Portland Cement Concrete Paving

- Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect waste materials by dry methods, such as sweeping or shoveling, and return to aggregate base stockpile or dispose of properly. Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in WM-8, Concrete Waste Management, or pump the water to the sanitary sewer if authorized by the local wastewater authority.

Sealing Operations

- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate should not be allowed to enter any storm drain or water courses. Apply temporary perimeter controls until structure is stabilized (i.e. all sealing operations are complete and cured and loose materials have been properly removed and disposed).
- Inlet protection (SE-10, Storm Drain Inlet Protection) should be used during application of seal coat, tack coat, slurry seal, and fog seal.
- Seal coat, tack coat, slurry seal, or fog seal should not be applied if rainfall is predicted to occur during the application or curing period.

Paving Equipment

- Leaks and spills from paving equipment can contain toxic levels of heavy metals and oil and grease. Place drip pans or absorbent materials under paving equipment when not in use. Clean up spills with absorbent materials and dispose of in accordance with the applicable regulations. See NS-10, Vehicle and Equipment Maintenance, WM-4, Spill Prevention and Control, and WM-10, Liquid Waste Management.
- Substances used to coat asphalt transport trucks and asphalt spreading equipment should not contain soap and should be non-foaming and non-toxic.
- Paving equipment parked onsite should be parked over plastic to prevent soil contamination.
- Clean asphalt coated equipment offsite whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in WM-5, Solid Waste Management. Any cleaning onsite should follow NS-8, Vehicle and Equipment Cleaning.

Paving and Grinding Operations NS-3

Thermoplastic Striping

- Thermoplastic striper and pre-heater equipment shutoff valves should be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the stormwater drainage system, or watercourses.
- Pre-heaters should be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move.
- Do not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible, recycle thermoplastic material.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the stormwater drainage system, or watercourses.
- Melting tanks should be loaded with care and not filled to beyond six inches from the top to leave room for splashing.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large-scale projects, use mechanical or manual methods to collect excess bituminous material from the roadway after removal of markers.

Costs

- All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of paving and grinding operations.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Sample stormwater runoff required by the General Permit.
- Keep ample supplies of drip pans or absorbent materials onsite.
- Inspect and maintain machinery regularly to minimize leaks and drips.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

Paving and Grinding Operations NS-3

Hot Mix Asphalt-Paving Handbook AC 150/5370-14, Appendix I, U.S. Army Corps of Engineers, July 1991.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

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Vehicle and Equipment Cleaning NS-8

- Use phosphate-free, biodegradable soaps.
- Educate employees and subcontractors on pollution prevention measures.
- Do not permit steam cleaning onsite. Steam cleaning can generate significant pollutant concentrates.
- Cleaning of vehicles and equipment with soap, solvents or steam should not occur on the project site unless resulting wastes are fully contained and disposed of. Resulting wastes should not be discharged or buried, and must be captured and recycled or disposed according to the requirements of WM-10, Liquid Waste Management or WM-6, Hazardous Waste Management, depending on the waste characteristics. Minimize use of solvents. Use of diesel for vehicle and equipment cleaning is prohibited.
- All vehicles and equipment that regularly enter and leave the construction site must be cleaned offsite.
- When vehicle and equipment washing and cleaning must occur onsite, and the operation cannot be located within a structure or building equipped with appropriate disposal facilities, the outside cleaning area should have the following characteristics:
 - Located away from storm drain inlets, drainage facilities, or watercourses
 - Paved with concrete or asphalt and bermed to contain wash waters and to prevent runoff and runoff
 - Configured with a sump to allow collection and disposal of wash water
 - No discharge of wash waters to storm drains or watercourses
 - Used only when necessary
- When cleaning vehicles and equipment with water:
 - Use as little water as possible. High-pressure sprayers may use less water than a hose and should be considered
 - Use positive shutoff valve to minimize water usage
 - Facility wash racks should discharge to a sanitary sewer, recycle system or other approved discharge system and must not discharge to the storm drainage system, watercourses, or to groundwater

Costs

Cleaning vehicles and equipment at an offsite facility may reduce overall costs for vehicle and equipment cleaning by eliminating the need to provide similar services onsite. When onsite cleaning is needed, the cost to establish appropriate facilities is relatively low on larger, long-duration projects, and moderate to high on small, short-duration projects.

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Vehicle and Equipment Cleaning NS-8

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Inspection and maintenance is minimal, although some berm repair may be necessary.
- Monitor employees and subcontractors throughout the duration of the construction project to ensure appropriate practices are being implemented.
- Inspect sump regularly and remove liquids and sediment as needed.
- Prohibit employees and subcontractors from washing personal vehicles and equipment on the construction site.

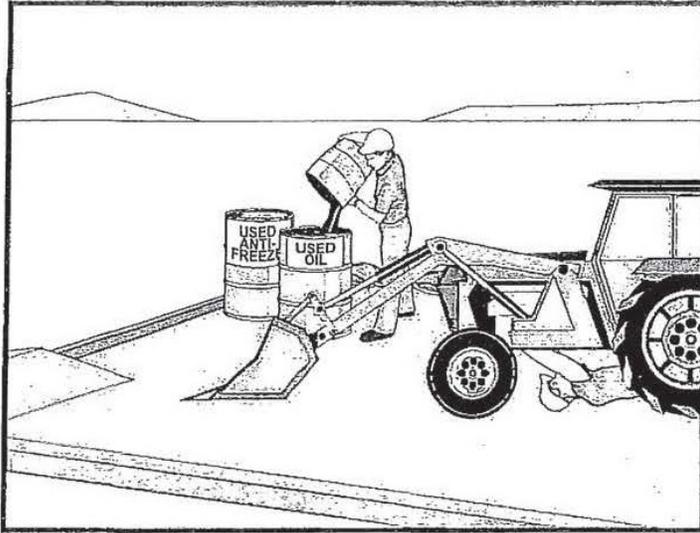
References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Swisher, R.D. Surfactant Biodegradation, Marcel Decker Corporation, 1987.

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Vehicle & Equipment Maintenance NS-10



Description and Purpose

Prevent or reduce the contamination of stormwater resulting from vehicle and equipment maintenance by running a “dry and clean site”. The best option would be to perform maintenance activities at an offsite facility. If this option is not available then work should be performed in designated areas only, while providing cover for materials stored outside, checking for leaks and spills, and containing and cleaning up spills immediately. Employees and subcontractors must be trained in proper procedures.

Suitable Applications

These procedures are suitable on all construction projects where an onsite yard area is necessary for storage and maintenance of heavy equipment and vehicles.

Limitations

Onsite vehicle and equipment maintenance should only be used where it is impractical to send vehicles and equipment offsite for maintenance and repair. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/Exit.

Outdoor vehicle or equipment maintenance is a potentially significant source of stormwater pollution. Activities that can contaminate stormwater include engine repair and service, changing or replacement of fluids, and outdoor equipment storage and parking (engine fluid leaks). For further information on vehicle or equipment servicing, see NS-8, Vehicle and Equipment Cleaning, and NS-9, Vehicle and

Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	<input checked="" type="checkbox"/>
WM	Waste Management and Materials Pollution Control	

Legend:

- Primary Objective
- Secondary Objective

Targeted Constituents

Sediment	
Nutrients	<input checked="" type="checkbox"/>
Trash	<input checked="" type="checkbox"/>
Metals	
Bacteria	
Oil and Grease	<input checked="" type="checkbox"/>
Organics	<input checked="" type="checkbox"/>

Potential Alternatives

None



Vehicle & Equipment Maintenance NS-10

Equipment Fueling.

Implementation

- Use offsite repair shops as much as possible. These businesses are better equipped to handle vehicle fluids and spills properly. Performing this work offsite can also be economical by eliminating the need for a separate maintenance area.
- If maintenance must occur onsite, use designated areas, located away from drainage courses. Dedicated maintenance areas should be protected from stormwater runoff and runoff, and should be located at least 50 ft from downstream drainage facilities and watercourses.
- Drip pans or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- All fueling trucks and fueling areas are required to have spill kits and/or use other spill protection devices.
- Use adsorbent materials on small spills. Remove the absorbent materials promptly and dispose of properly.
- Inspect onsite vehicles and equipment daily at startup for leaks, and repair immediately.
- Keep vehicles and equipment clean; do not allow excessive build-up of oil and grease.
- Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic and transmission fluids. Provide secondary containment and covers for these materials if stored onsite.
- Train employees and subcontractors in proper maintenance and spill cleanup procedures.
- Drip pans or plastic sheeting should be placed under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than 1 hour.
- For long-term projects, consider using portable tents or covers over maintenance areas if maintenance cannot be performed offsite.
- Consider use of new, alternative greases and lubricants, such as adhesive greases, for chassis lubrication and fifth-wheel lubrication.
- Properly dispose of used oils, fluids, lubricants, and spill cleanup materials.
- Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- Properly dispose of or recycle used batteries.
- Do not bury used tires.

Vehicle & Equipment Maintenance NS-10

- Repair leaks of fluids and oil immediately.

Listed below is further information if you must perform vehicle or equipment maintenance onsite.

Safer Alternative Products

- Consider products that are less toxic or hazardous than regular products. These products are often sold under an “environmentally friendly” label.
- Consider use of grease substitutes for lubrication of truck fifth-wheels. Follow manufacturers label for details on specific uses.
- Consider use of plastic friction plates on truck fifth-wheels in lieu of grease. Follow manufacturers label for details on specific uses.

Waste Reduction

Parts are often cleaned using solvents such as trichloroethylene, trichloroethane, or methylene chloride. Many of these cleaners are listed in California Toxic Rule as priority pollutants. These materials are harmful and must not contaminate stormwater. They must be disposed of as a hazardous waste. Reducing the number of solvents makes recycling easier and reduces hazardous waste management costs. Often, one solvent can perform a job as well as two different solvents. Also, if possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous materials. For example, replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check the list of active ingredients to see whether it contains chlorinated solvents. The “chlor” term indicates that the solvent is chlorinated. Also, try substituting a wire brush for solvents to clean parts.

Recycling and Disposal

Separating wastes allows for easier recycling and may reduce disposal costs. Keep hazardous wastes separate, do not mix used oil solvents, and keep chlorinated solvents (like, trichloroethane) separate from non-chlorinated solvents (like kerosene and mineral spirits). Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around. Provide cover and secondary containment until these materials can be removed from the site.

Oil filters can be recycled. Ask your oil supplier or recycler about recycling oil filters.

Do not dispose of extra paints and coatings by dumping liquid onto the ground or throwing it into dumpsters. Allow coatings to dry or harden before disposal into covered dumpsters.

Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries, even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Costs

All of the above are low cost measures. Higher costs are incurred to setup and maintain onsite maintenance areas.

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

Vehicle & Equipment Maintenance NS-10

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Keep ample supplies of spill cleanup materials onsite.
- Maintain waste fluid containers in leak proof condition.
- Vehicles and equipment should be inspected on each day of use. Leaks should be repaired immediately or the problem vehicle(s) or equipment should be removed from the project site.
- Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

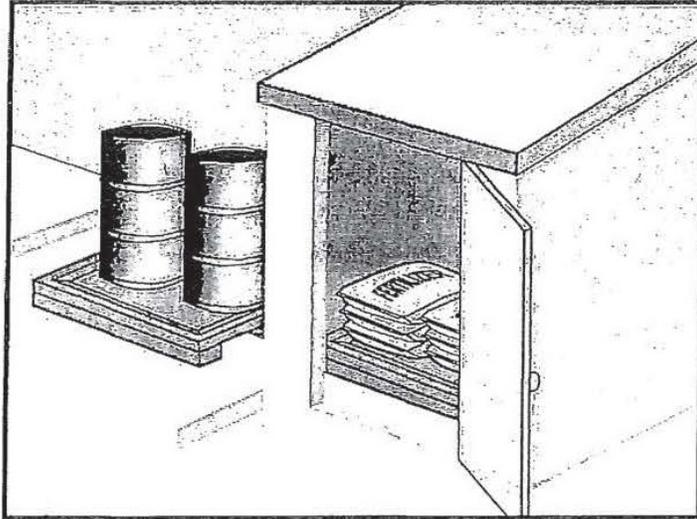
Coastal Nonpoint Pollution Control Program; Program Development and Approval Guidance, Working Group, Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

S

Material Delivery and Storage

WM-1



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	<input checked="" type="checkbox"/>

Legend:

- Primary Category
- Secondary Category

Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	<input checked="" type="checkbox"/>
Trash	<input checked="" type="checkbox"/>
Metals	<input checked="" type="checkbox"/>
Bacteria	
Oil and Grease	<input checked="" type="checkbox"/>
Organics	<input checked="" type="checkbox"/>

Potential Alternatives

None

Description and Purpose

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in watertight containers and/or a completely enclosed designated area, installing secondary containment, conducting regular inspections, and training employees and subcontractors.

This best management practice covers only material delivery and storage. For other information on materials, see WM-2, Material Use, or WM-4, Spill Prevention and Control. For information on wastes, see the waste management BMPs in this section.

Suitable Applications

These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Soil stabilizers and binders
- Pesticides and herbicides
- Fertilizers
- Detergents
- Plaster
- Petroleum products such as fuel, oil, and grease



Material Delivery and Storage

WM-1

- Asphalt and concrete components
- Hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Concrete compounds
- Other materials that may be detrimental if released to the environment

Limitations

- Space limitation may preclude indoor storage.
- Storage sheds often must meet building and fire code requirements.

Implementation

The following steps should be taken to minimize risk:

- Chemicals must be stored in water tight containers with appropriate secondary containment or in a storage shed.
- When a material storage area is located on bare soil, the area should be lined and bermed.
- Use containment pallets or other practical and available solutions, such as storing materials within newly constructed buildings or garages, to meet material storage requirements.
- Stack erodible landscape material on pallets and cover when not in use.
- Contain all fertilizers and other landscape materials when not in use.
- Temporary storage areas should be located away from vehicular traffic.
- Material Safety Data Sheets (MSDS) should be available on-site for all materials stored that have the potential to effect water quality.
- Construction site areas should be designated for material delivery and storage.
- Material delivery and storage areas should be located away from waterways, if possible.
 - Avoid transport near drainage paths or waterways.
 - Surround with earth berms or other appropriate containment BMP. See EC-9, Earth Dikes and Drainage Swales.
 - Place in an area that will be paved.
- Storage of reactive, ignitable, or flammable liquids must comply with the fire codes of your area. Contact the local Fire Marshal to review site materials, quantities, and proposed storage area to determine specific requirements. See the Flammable and Combustible Liquid Code, NFPA30.
- An up to date inventory of materials delivered and stored onsite should be kept.

Material Delivery and Storage

WM-1

- Hazardous materials storage onsite should be minimized.
- Hazardous materials should be handled as infrequently as possible.
- Keep ample spill cleanup supplies appropriate for the materials being stored. Ensure that cleanup supplies are in a conspicuous, labeled area.
- Employees and subcontractors should be trained on the proper material delivery and storage practices.
- Employees trained in emergency spill cleanup procedures must be present when dangerous materials or liquid chemicals are unloaded.
- If significant residual materials remain on the ground after construction is complete, properly remove and dispose of materials and any contaminated soil. See WM-7, Contaminated Soil Management. If the area is to be paved, pave as soon as materials are removed to stabilize the soil.

Material Storage Areas and Practices

- Liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 should be stored in approved containers and drums and should not be overfilled. Containers and drums should be placed in temporary containment facilities for storage.
- A temporary containment facility should provide for a spill containment volume able to contain precipitation from a 25 year storm event, plus the greater of 10% of the aggregate volume of all containers or 100% of the capacity of the largest container within its boundary, whichever is greater.
- A temporary containment facility should be impervious to the materials stored therein for a minimum contact time of 72 hours.
- A temporary containment facility should be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be collected and placed into drums. These liquids should be handled as a hazardous waste unless testing determines them to be non-hazardous. All collected liquids or non-hazardous liquids should be sent to an approved disposal site.
- Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.
- Incompatible materials, such as chlorine and ammonia, should not be stored in the same temporary containment facility.
- Materials should be covered prior to, and during rain events.
- Materials should be stored in their original containers and the original product labels should be maintained in place in a legible condition. Damaged or otherwise illegible labels should be replaced immediately.

Material Delivery and Storage

WM-1

- Bagged and boxed materials should be stored on pallets and should not be allowed to accumulate on the ground. To provide protection from wind and rain throughout the rainy season, bagged and boxed materials should be covered during non-working days and prior to and during rain events.
- Stockpiles should be protected in accordance with WM-3, Stockpile Management.
- Materials should be stored indoors within existing structures or completely enclosed storage sheds when available.
- Proper storage instructions should be posted at all times in an open and conspicuous location.
- An ample supply of appropriate spill clean up material should be kept near storage areas.
- Also see WM-6, Hazardous Waste Management, for storing of hazardous wastes.

Material Delivery Practices

- Keep an accurate, up-to-date inventory of material delivered and stored onsite.
- Arrange for employees trained in emergency spill cleanup procedures to be present when dangerous materials or liquid chemicals are unloaded.

Spill Cleanup

- Contain and clean up any spill immediately.
- Properly remove and dispose of any hazardous materials or contaminated soil if significant residual materials remain on the ground after construction is complete. See WM-7, Contaminated Soil Management.
- See WM-4, Spill Prevention and Control, for spills of chemicals and/or hazardous materials.
- If spills or leaks of materials occur that are not contained and could discharge to surface waters, non-visible sampling of site discharge may be required. Refer to the General Permit or to your project specific Construction Site Monitoring Plan to determine if and where sampling is required.

Cost

- The largest cost of implementation may be in the construction of a materials storage area that is covered and provides secondary containment.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Keep storage areas clean and well organized, including a current list of all materials onsite.
- Inspect labels on containers for legibility and accuracy.



**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

Material Delivery and Storage WM-1

- Repair or replace perimeter controls, containment structures, covers, and liners as needed to maintain proper function.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

S

Stockpile Management

WM-3

- On larger sites, a minimum of 50 ft separation from concentrated flows of stormwater, drainage courses, and inlets is recommended.
- All stockpiles are required to be protected immediately if they are not scheduled to be used within 14 days.
- Protect all stockpiles from stormwater run-on using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE-5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14). Refer to the individual fact sheet for each of these controls for installation information.
- Implement wind erosion control practices as appropriate on all stockpiled material. For specific information, see WE-1, Wind Erosion Control.
- Manage stockpiles of contaminated soil in accordance with WM-7, Contaminated Soil Management.
- Place bagged materials on pallets and under cover.
- Ensure that stockpile coverings are installed securely to protect from wind and rain.
- Some plastic covers withstand weather and sunlight better than others. Select cover materials or methods based on anticipated duration of use.

Protection of Non-Active Stockpiles

Non-active stockpiles of the identified materials should be protected further as follows:

Soil stockpiles

- Cover and protect soil stockpiles with soil stabilization measures and a temporary perimeter sediment barrier at all times.
- Consider temporary vegetation for topsoil piles that will be stockpiled for extended periods.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub base

- Provide covers and protect these stockpiles with a temporary perimeter sediment barrier at all times.

Stockpiles of "cold mix"

- Cover cold mix stockpiles and place them on plastic sheeting (or comparable material) and surround the stockpiles with a berm all times.

Stockpiles of fly ash, stucco, hydrated lime

- Cover stockpiles of materials that may raise the pH of runoff (i.e., basic materials) with plastic and surround the stockpiles with a berm at all times.

S

Stockpile Management

WM-3

Stockpiles/Storage of wood (Pressure treated with chromated copper arsenate or ammoniacal copper zinc arsenate)

- Cover treated wood with plastic sheeting (or comparable material) and surround with a berm at all times.

Protection of Active Stockpiles

Active stockpiles of the identified materials should be protected as follows:

- All stockpiles should be covered and protected with a temporary linear sediment barrier prior to the onset of precipitation.
- Stockpiles of “cold mix” and treated wood, and basic materials should be placed on and covered with plastic sheeting or comparable material and surrounded by a berm prior to the onset of precipitation.
- The downstream perimeter of an active stockpile should be protected with a linear sediment barrier or berm and runoff should be diverted around or away from the stockpile on the upstream perimeter.

Costs

For cost information associated with stockpile protection refer to the individual erosion or sediment control BMP fact sheet considered for implementation (For example, refer to SE-1 Silt Fence for installation of silt fence around the perimeter of a stockpile.)

Inspection and Maintenance

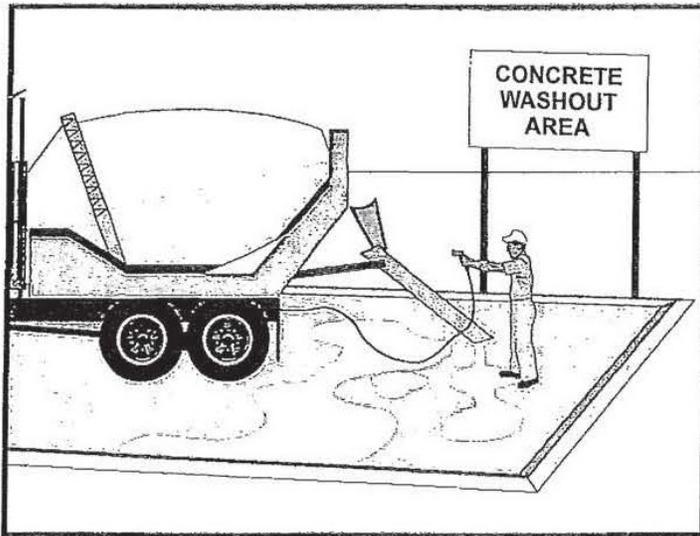
- Stockpiles must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- It may be necessary to inspect stockpiles covered with plastic sheeting more frequently during certain conditions (for example, high winds or extreme heat).
- Repair and/or replace perimeter controls and covers as needed to keep them functioning properly.
- Sediment shall be removed when it reaches one-third of the barrier height.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Concrete Waste Management

WM-8



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	<input checked="" type="checkbox"/>
WM	Waste Management and Materials Pollution Control	<input checked="" type="checkbox"/>

Legend:

- Primary Category
- Secondary Category

Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	<input checked="" type="checkbox"/>
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

Description and Purpose

Prevent the discharge of pollutants to stormwater from concrete waste by conducting washout onsite or offsite in a designated area, and by employee and subcontractor training.

The General Permit incorporates Numeric Effluent Limits (NEL) and Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Many types of construction materials, including mortar, concrete, stucco, cement and block and their associated wastes have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows and raising pH to levels outside the accepted range.

Suitable Applications

Concrete waste management procedures and practices are implemented on construction projects where:

- Concrete is used as a construction material or where concrete dust and debris result from demolition activities.
- Slurries containing portland cement concrete (PCC) are generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition.



Concrete Waste Management

WM-8

- Concrete trucks and other concrete-coated equipment are washed onsite.
- Mortar-mixing stations exist.
- Stucco mixing and spraying .
- See also NS-8, Vehicle and Equipment Cleaning.

Limitations

- Offsite washout of concrete wastes may not always be possible.
- Multiple washouts may be needed to assure adequate capacity and to allow for evaporation.

Implementation

The following steps will help reduce stormwater pollution from concrete wastes:

- Incorporate requirements for concrete waste management into material supplier and subcontractor agreements.
- Store dry and wet materials under cover, away from drainage areas. Refer to WM-1, Material Delivery and Storage for more information.
- Avoid mixing excess amounts of concrete.
- Perform washout of concrete trucks in designated areas only, where washout will not reach stormwater.
- Do not wash out concrete trucks into storm drains, open ditches, streets, streams or onto the ground. Trucks should always be washed out into designated facilities.
- Do not allow excess concrete to be dumped onsite, except in designated areas.
- For onsite washout:
 - On larger sites, it is recommended to locate washout areas at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
 - Washout wastes into the temporary washout where the concrete can set, be broken up, and then disposed properly.
 - Washout should be lined so there is no discharge into the underlying soil.
- Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in the trash.
- See typical concrete washout installation details at the end of this fact sheet.

Education

- Educate employees, subcontractors, and suppliers on the concrete waste management techniques described herein.

Concrete Waste Management

WM-8

- Arrange for contractor's superintendent or representative to oversee and enforce concrete waste management procedures.
- Discuss the concrete management techniques described in this BMP (such as handling of concrete waste and washout) with the ready-mix concrete supplier before any deliveries are made.

Concrete Demolition Wastes

- Stockpile concrete demolition waste in accordance with BMP WM-3, Stockpile Management.
- Dispose of or recycle hardened concrete waste in accordance with applicable federal, state or local regulations.

Concrete Slurry Wastes

- PCC and AC waste should not be allowed to enter storm drains or watercourses.
- PCC and AC waste should be collected and disposed of or placed in a temporary concrete washout facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below).
- A foreman or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw-cut concrete slurry should not be allowed to enter storm drains or watercourses. Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine or by sweeping. Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement. See also NS-3, Paving and Grinding Operations; and WM-10, Liquid Waste Management.
- Concrete slurry residue should be disposed in a temporary washout facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below) and allowed to dry. Dispose of dry slurry residue in accordance with WM-5, Solid Waste Management.

Onsite Temporary Concrete Washout Facility, Transit Truck Washout Procedures

- Temporary concrete washout facilities should be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.

Concrete Waste Management

WM-8

- Temporary washout facilities should have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Temporary washout facilities should be lined to prevent discharge to the underlying ground or surrounding area.
- Washout of concrete trucks should be performed in designated areas only.
- Only concrete from mixer truck chutes should be washed into concrete wash out.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of or recycled offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of per WM-5, Solid Waste Management. Dispose of or recycle hardened concrete on a regular basis.
- Temporary Concrete Washout Facility (Type Above Grade)
 - Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft; however, smaller sites or jobs may only need a smaller washout facility. With any washout, always maintain a sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
 - Materials used to construct the washout area should conform to the provisions detailed in their respective BMPs (e.g., SE-8 Sandbag Barrier).
 - Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
 - Alternatively, portable removable containers can be used as above grade concrete washouts. Also called a "roll-off"; this concrete washout facility should be properly sealed to prevent leakage, and should be removed from the site and replaced when the container reaches 75% capacity.
- Temporary Concrete Washout Facility (Type Below Grade)
 - Temporary concrete washout facilities (type below grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft. The quantity and volume should be sufficient to contain all liquid and concrete waste generated by washout operations.
 - Lath and flagging should be commercial type.
 - Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

Concrete Waste Management

WM-8

- The base of a washout facility should be free of rock or debris that may damage a plastic liner.

Removal of Temporary Concrete Washout Facilities

- When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and properly disposed or recycled in accordance with federal, state or local regulations. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and properly disposed or recycled in accordance with federal, state or local regulations..
- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

Costs

All of the above are low cost measures. Roll-off concrete washout facilities can be more costly than other measures due to removal and replacement; however, provide a cleaner alternative to traditional washouts. The type of washout facility, size, and availability of materials will determine the cost of the washout.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Temporary concrete washout facilities should be maintained to provide adequate holding capacity with a minimum freeboard of 4 in. for above grade facilities and 12 in. for below grade facilities. Maintaining temporary concrete washout facilities should include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials should be removed and properly disposed or recycled in accordance with federal, state or local regulations.
- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.
- Inspect washout facilities for damage (e.g. torn liner, evidence of leaks, signage, etc.). Repair all identified damage.

References

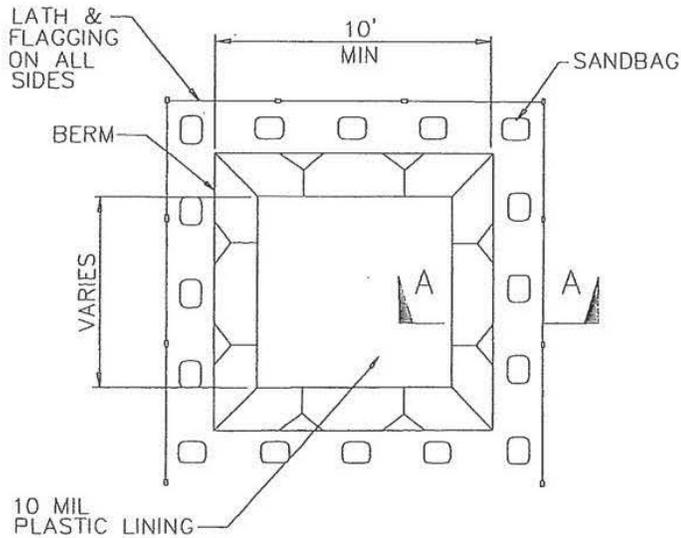
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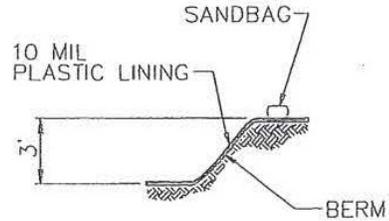
Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Concrete Waste Management

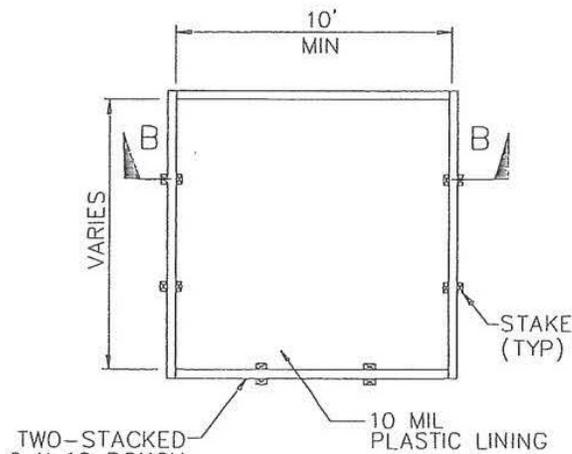
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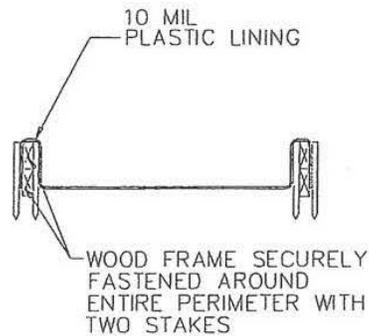
PLAN
NOT TO SCALE
TYPE "BELOW GRADE"



SECTION A-A
NOT TO SCALE



PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"



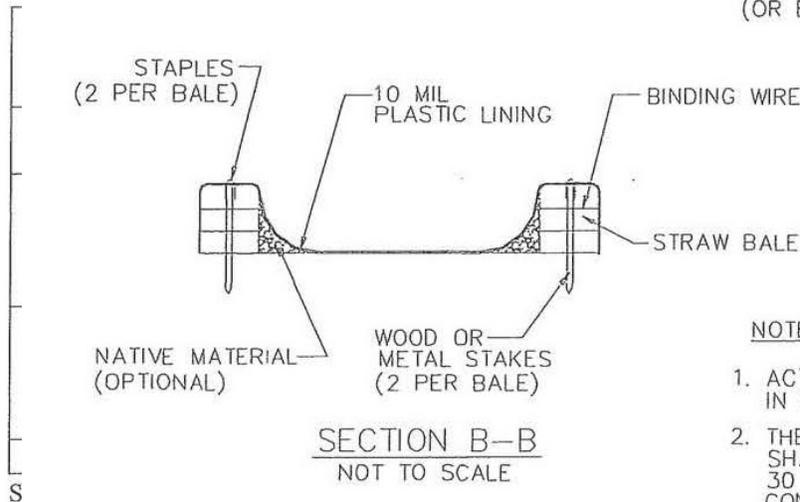
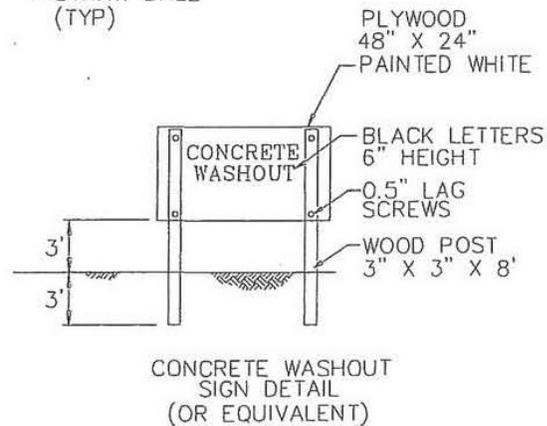
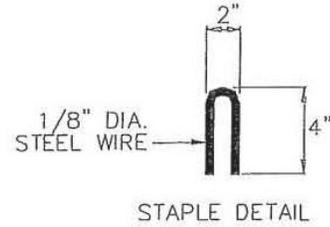
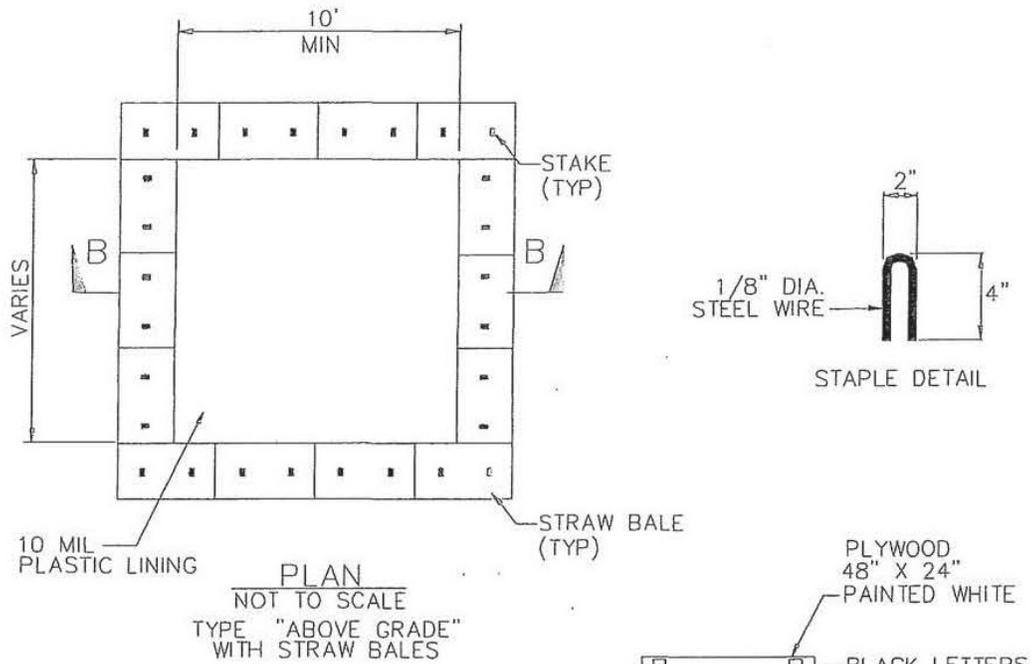
SECTION B-B
NOT TO SCALE

NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

Concrete Waste Management

WM-8



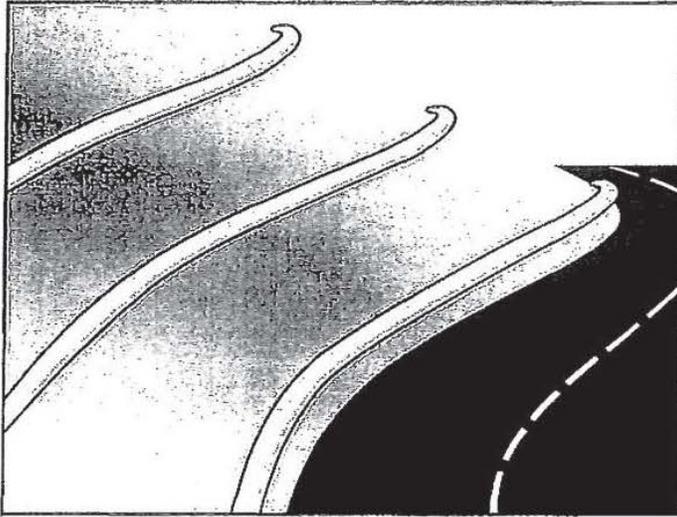
NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

**APPENDIX III
BEST MANAGEMENT PRACTICES & MODEL MAINTENANCE**

Fiber Rolls

SE-5



Description and Purpose

A fiber roll consists of straw, coir, or other biodegradable materials bound into a tight tubular roll wrapped by netting, which can be photodegradable or natural. Additionally, gravel core fiber rolls are available, which contain an imbedded ballast material such as gravel or sand for additional weight when staking the rolls are not feasible (such as use as inlet protection). When fiber rolls are placed at the toe and on the face of slopes along the contours, they intercept runoff, reduce its flow velocity, release the runoff as sheet flow, and provide removal of sediment from the runoff (through sedimentation). By interrupting the length of a slope, fiber rolls can also reduce sheet and rill erosion until vegetation is established.

Suitable Applications

Fiber rolls may be suitable:

- Along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.
- At the end of a downward slope where it transitions to a steeper slope.
- Along the perimeter of a project.
- As check dams in unlined ditches with minimal grade.
- Down-slope of exposed soil areas.
- At operational storm drains as a form of inlet protection.

Categories

EC	Erosion Control	<input checked="" type="checkbox"/>
SE	Sediment Control	<input checked="" type="checkbox"/>
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- Primary Category
- Secondary Category

Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- SE-1 Silt Fence
- SE-6 Gravel Bag Berm
- SE-8 Sandbag Barrier
- SE-14 Biofilter Bags



Fiber Rolls

SE-5

- Around temporary stockpiles.

Limitations

- Fiber rolls are not effective unless trenched in and staked.
- Not intended for use in high flow situations.
- Difficult to move once saturated.
- If not properly staked and trenched in, fiber rolls could be transported by high flows.
- Fiber rolls have a very limited sediment capture zone.
- Fiber rolls should not be used on slopes subject to creep, slumping, or landslide.
- Rolls typically function for 12-24 months depending upon local conditions.

Implementation

Fiber Roll Materials

- Fiber rolls should be prefabricated.
- Fiber rolls may come manufactured containing polyacrylamide (PAM), a flocculating agent within the roll. Fiber rolls impregnated with PAM provide additional sediment removal capabilities and should be used in areas with fine, clayey or silty soils to provide additional sediment removal capabilities. Monitoring may be required for these installations.
- Fiber rolls are made from weed free rice straw, flax, or a similar agricultural material bound into a tight tubular roll by netting.
- Typical fiber rolls vary in diameter from 9 in. to 20 in. Larger diameter rolls are available as well.

Installation

- Locate fiber rolls on level contours spaced as follows:
 - Slope inclination of 4:1 (H:V) or flatter: Fiber rolls should be placed at a maximum interval of 20 ft.
 - Slope inclination between 4:1 and 2:1 (H:V): Fiber Rolls should be placed at a maximum interval of 15 ft. (a closer spacing is more effective).
 - Slope inclination 2:1 (H:V) or greater: Fiber Rolls should be placed at a maximum interval of 10 ft. (a closer spacing is more effective).
- Prepare the slope before beginning installation.
- Dig small trenches across the slope on the contour. The trench depth should be 1/4 to 1/3 of the thickness of the roll, and the width should equal the roll diameter, in order to provide area to backfill the trench.

Fiber Rolls

SE-5

- It is critical that rolls are installed perpendicular to water movement, and parallel to the slope contour.
- Start building trenches and installing rolls from the bottom of the slope and work up.
- It is recommended that pilot holes be driven through the fiber roll. Use a straight bar to drive holes through the roll and into the soil for the wooden stakes.
- Turn the ends of the fiber roll up slope to prevent runoff from going around the roll.
- Stake fiber rolls into the trench.
 - Drive stakes at the end of each fiber roll and spaced 4 ft maximum on center.
 - Use wood stakes with a nominal classification of 0.75 by 0.75 in. and minimum length of 24 in.
- If more than one fiber roll is placed in a row, the rolls should be overlapped, not abutted.
- See typical fiber roll installation details at the end of this fact sheet.

Removal

- Fiber rolls can be left in place or removed depending on the type of fiber roll and application (temporary vs. permanent installation). Typically, fiber rolls encased with plastic netting are used for a temporary application because the netting does not biodegrade. Fiber rolls used in a permanent application are typically encased with a biodegradable material and are left in place. Removal of a fiber roll used in a permanent application can result in greater disturbance.
- Temporary installations should only be removed when up gradient areas are stabilized per General Permit requirements, and/or pollutant sources no longer present a hazard. But, they should also be removed before vegetation becomes too mature so that the removal process does not disturb more soil and vegetation than is necessary.

Costs

Material costs for regular fiber rolls range from \$20 - \$30 per 25 ft roll.

Material costs for PAM impregnated fiber rolls range between 7.00-\$9.00 per linear foot, based upon vendor research.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Repair or replace split, torn, unraveling, or slumping fiber rolls.
- If the fiber roll is used as a sediment capture device, or as an erosion control device to maintain sheet flows, sediment that accumulates in the BMP should be periodically removed

Fiber Rolls

SE-5

in order to maintain BMP effectiveness. Sediment should be removed when sediment accumulation reaches one-third the designated sediment storage depth.

- If fiber rolls are used for erosion control, such as in a check dam, sediment removal should not be required as long as the system continues to control the grade. Sediment control BMPs will likely be required in conjunction with this type of application.
- Repair any rills or gullies promptly.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

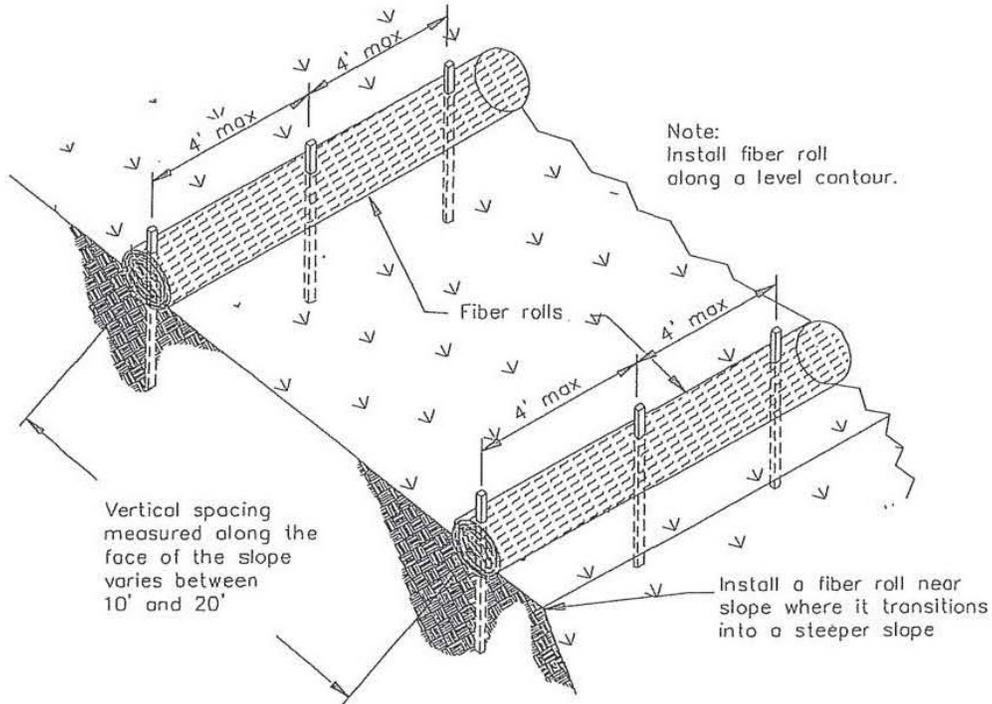
Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

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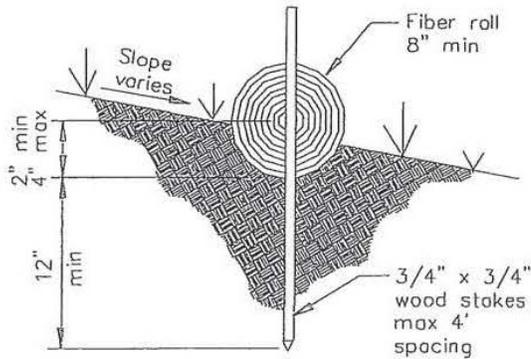


Fiber Rolls

SE-5

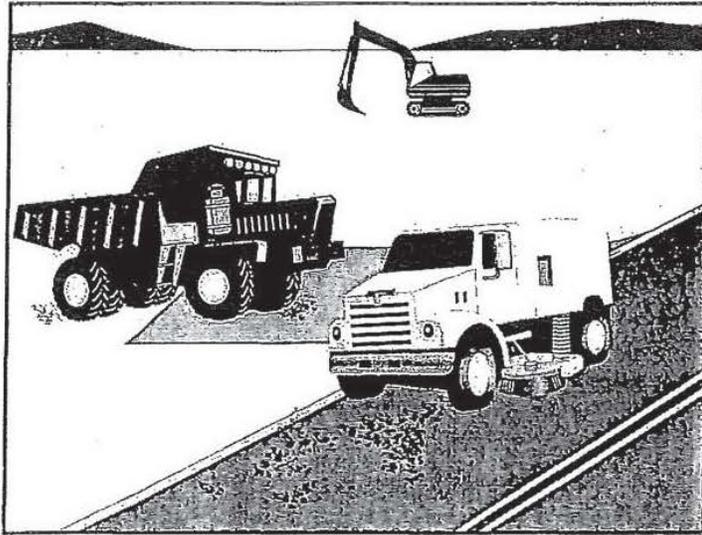


TYPICAL FIBER ROLL INSTALLATION
N.T.S.



ENTRENCHMENT DETAIL
N.T.S.

Street Sweeping and Vacuuming SE-7



Description and Purpose

Street sweeping and vacuuming includes use of self-propelled and walk-behind equipment to remove sediment from streets and roadways, and to clean paved surfaces in preparation for final paving. Sweeping and vacuuming prevents sediment from the project site from entering storm drains or receiving waters.

Suitable Applications

Sweeping and vacuuming are suitable anywhere sediment is tracked from the project site onto public or private paved streets and roads, typically at points of egress. Sweeping and vacuuming are also applicable during preparation of paved surfaces for final paving.

Limitations

Sweeping and vacuuming may not be effective when sediment is wet or when tracked soil is caked (caked soil may need to be scraped loose).

Implementation

- Controlling the number of points where vehicles can leave the site will allow sweeping and vacuuming efforts to be focused, and perhaps save money.
- Inspect potential sediment tracking locations daily.
- Visible sediment tracking should be swept or vacuumed on a daily basis.
- Do not use kick brooms or sweeper attachments. These tend to spread the dirt rather than remove it.

Categories

EC	Erosion Control	
SE	Sediment Control	<input checked="" type="checkbox"/>
TC	Tracking Control	<input checked="" type="checkbox"/>
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- Primary Objective
- Secondary Objective

Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	<input checked="" type="checkbox"/>
Metals	
Bacteria	
Oil and Grease	<input checked="" type="checkbox"/>
Organics	

Potential Alternatives

None



Street Sweeping and Vacuuming SE-7

- If not mixed with debris or trash, consider incorporating the removed sediment back into the project

Costs

Rental rates for self-propelled sweepers vary depending on hopper size and duration of rental. Expect rental rates from \$58/hour (3 yd³ hopper) to \$88/hour (9 yd³ hopper), plus operator costs. Hourly production rates vary with the amount of area to be swept and amount of sediment. Match the hopper size to the area and expect sediment load to minimize time spent dumping.

Inspection and Maintenance

- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- When actively in use, points of ingress and egress must be inspected daily.
- When tracked or spilled sediment is observed outside the construction limits, it must be removed at least daily. More frequent removal, even continuous removal, may be required in some jurisdictions.
- Be careful not to sweep up any unknown substance or any object that may be potentially hazardous.
- Adjust brooms frequently; maximize efficiency of sweeping operations.
- After sweeping is finished, properly dispose of sweeper wastes at an approved dumpsite.

References

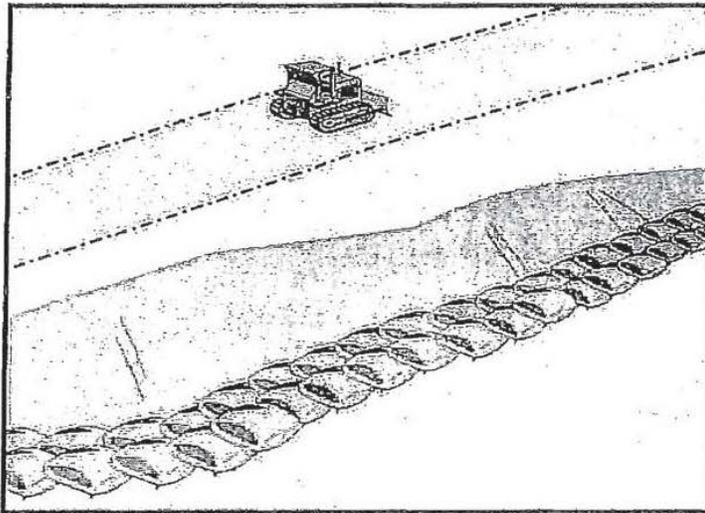
Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Labor Surcharge and Equipment Rental Rates, State of California Department of Transportation (Caltrans), April 1, 2002 – March 31, 2003.

Sc

Sandbag Barrier

SE-8



Categories

EC	Erosion Control	<input checked="" type="checkbox"/>
SE	Sediment Control	<input checked="" type="checkbox"/>
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- Primary Category
- Secondary Category

Description and Purpose

A sandbag barrier is a series of sand-filled bags placed on a level contour to intercept or to divert sheet flows. Sandbag barriers placed on a level contour pond sheet flow runoff, allowing sediment to settle out.

Suitable Applications

Sandbag barriers may be suitable:

- As a linear sediment control measure:
 - Below the toe of slopes and erodible slopes.
 - As sediment traps at culvert/pipe outlets.
 - Below other small cleared areas.
 - Along the perimeter of a site.
 - Down slope of exposed soil areas.
 - Around temporary stockpiles and spoil areas.
 - Parallel to a roadway to keep sediment off paved areas.
 - Along streams and channels.
- As linear erosion control measure:
 - Along the face and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.

Targeted Constituents

- Sediment
- Nutrients
- Trash
- Metals
- Bacteria
- Oil and Grease
- Organics

Potential Alternatives

- SE-1 Silt Fence
- SE-5 Fiber Rolls
- SE-6 Gravel Bag Berm
- SE-14 Biofilter Bags



Sandbag Barrier

SE-8

- At the top of slopes to divert runoff away from disturbed slopes.
- As check dams across mildly sloped construction roads.

Limitations

- It is necessary to limit the drainage area upstream of the barrier to 5 acres.
- Sandbags are not intended to be used as filtration devices.
- Easily damaged by construction equipment.
- Degraded sandbags may rupture when removed, spilling sand.
- Sand is easily transported by runoff if bag is damaged or ruptured.
- Installation can be labor intensive.
- Durability of sandbags is somewhat limited and bags may need to be replaced when installation is required for longer than 6 months. When used to detain concentrated flows, maintenance requirements increase.
- Burlap should not be used for sandbags.

Implementation

General

A sandbag barrier consists of a row of sand-filled bags placed on a level contour. When appropriately placed, a sandbag barrier intercepts and slows sheet flow runoff, causing temporary ponding. The temporary ponding allows sediment to settle. Sand-filled bags have limited porosity, which is further limited as the fine sand tends to quickly plug with sediment, limiting or completely blocking the rate of flow through the barrier. If a porous barrier is desired, consider SE-1, Silt Fence, SE-5, Fiber Rolls, SE-6, Gravel Bag Berms or SE-14, Biofilter Bags. Sandbag barriers also interrupt the slope length and thereby reduce erosion by reducing the tendency of sheet flows to concentrate into rivulets which erode rills, and ultimately gullies, into disturbed, sloped soils. Sandbag barriers are similar to gravel bag berms, but less porous. Generally, sandbag barriers should be used in conjunction with temporary soil stabilization controls up slope to provide effective erosion and sediment control.

Design and Layout

- Locate sandbag barriers on a level contour.
- When used for slope interruption, the following slope/sheet flow length combinations apply:
 - Slope inclination of 4:1 (H:V) or flatter: Sandbags should be placed at a maximum interval of 20 ft, with the first row near the slope toe.
 - Slope inclination between 4:1 and 2:1 (H:V): Sandbags should be placed at a maximum interval of 15 ft. (a closer spacing is more effective), with the first row near the slope toe.
 - Slope inclination 2:1 (H:V) or greater: Sandbags should be placed at a maximum interval of 10 ft. (a closer spacing is more effective), with the first row near the slope toe.

Sandbag Barrier

SE-8

- Turn the ends of the sandbag barrier up slope to prevent runoff from going around the barrier.
- Allow sufficient space up slope from the barrier to allow ponding, and to provide room for sediment storage.
- For installation near the toe of the slope, sand bag barriers should be set back from the slope toe to facilitate cleaning. Where specific site conditions do not allow for a set-back, the sand bag barrier may be constructed on the toe of the slope. To prevent flows behind the barrier, bags can be placed perpendicular to a berm to serve as cross barriers.
- Drainage area should not exceed 5 acres.
- Stack sandbags at least three bags high.
- Butt ends of bags tightly.
- Overlap butt joints of row beneath with each successive row.
- Use a pyramid approach when stacking bags.
- In non-traffic areas
 - Height = 18 in. maximum
 - Top width = 24 in. minimum for three or more layer construction
 - Side slope = 2:1 (H:V) or flatter
- In construction traffic areas
 - Height = 12 in. maximum
 - Top width = 24 in. minimum for three or more layer construction.
 - Side slopes = 2:1 (H:V) or flatter.
- See typical sandbag barrier installation details at the end of this fact sheet.

Materials

- **Sandbag Material:** Sandbag should be woven polypropylene, polyethylene or polyamide fabric, minimum unit weight of 4 ounces/yd², Mullen burst strength exceeding 300 lb/in² in conformance with the requirements in ASTM designation D3786, and ultraviolet stability exceeding 70% in conformance with the requirements in ASTM designation D4355. Use of burlap is not an acceptable substitute, as sand can more easily mobilize out of burlap.
- **Sandbag Size:** Each sand-filled bag should have a length of 18 in., width of 12 in., thickness of 3 in., and mass of approximately 33 lbs. Bag dimensions are nominal, and may vary based on locally available materials.

Sandbag Barrier

SE-8

- **Fill Material:** All sandbag fill material should be non-cohesive, Class 3 (Caltrans Standard Specification, Section 25) permeable material free from clay and deleterious material, such as recycled concrete or asphalt.

Costs

Empty sandbags cost \$0.25 - \$0.75. Average cost of fill material is \$8 per yd³. Additional labor is required to fill the bags. Pre-filled sandbags are more expensive at \$1.50 - \$2.00 per bag. These costs are based upon vendor research.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Sandbags exposed to sunlight will need to be replaced every two to three months due to degradation of the bags.
- Reshape or replace sandbags as needed.
- Repair washouts or other damage as needed.
- Sediment that accumulates behind the BMP should be periodically removed in order to maintain BMP effectiveness. Sediment should be removed when the sediment accumulation reaches one-third of the barrier height.
- Remove sandbags when no longer needed and recycle sand fill whenever possible and properly dispose of bag material. Remove sediment accumulation, and clean, re-grade, and stabilize the area.

References

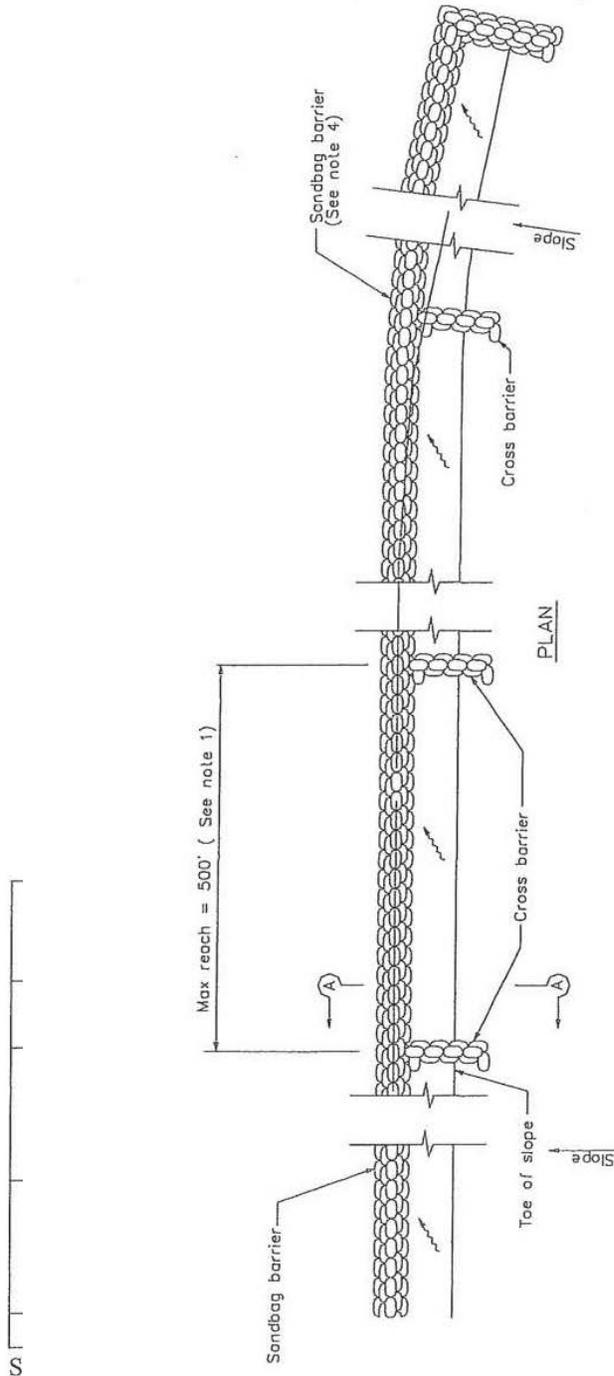
Standard Specifications for Construction of Local Streets and Roads, California Department of Transportation (Caltrans), July 2002.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Sandbag Barrier

SE-8



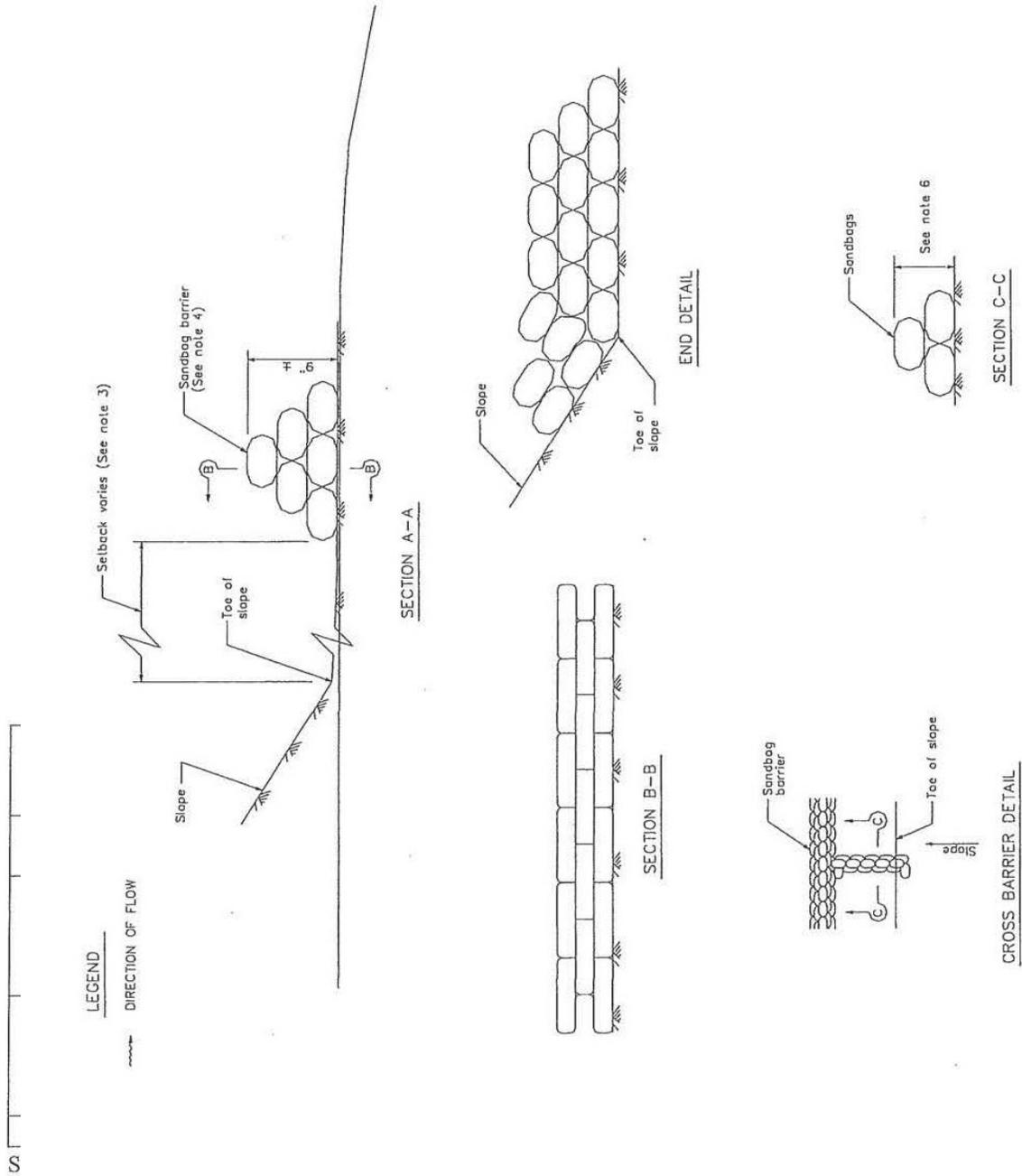
SANDBAG BARRIER

NOTES

1. Construct the length of each reach so that the change in base elevation along the reach does not exceed 1/2 the height of the linear barrier. In no case shall the reach length exceed 500'.
2. Place sandbags tightly.
3. Dimension may vary to fit field condition.
4. Sandbag barrier shall be a minimum of 3 bags high.
5. The end of the barrier shall be turned up slope.
6. Cross barriers shall be a min of 1/2 and a max of 2/3 the height of the linear barrier.
7. Sandbag rows and layers shall be staggered to eliminate gaps.

Sandbag Barrier

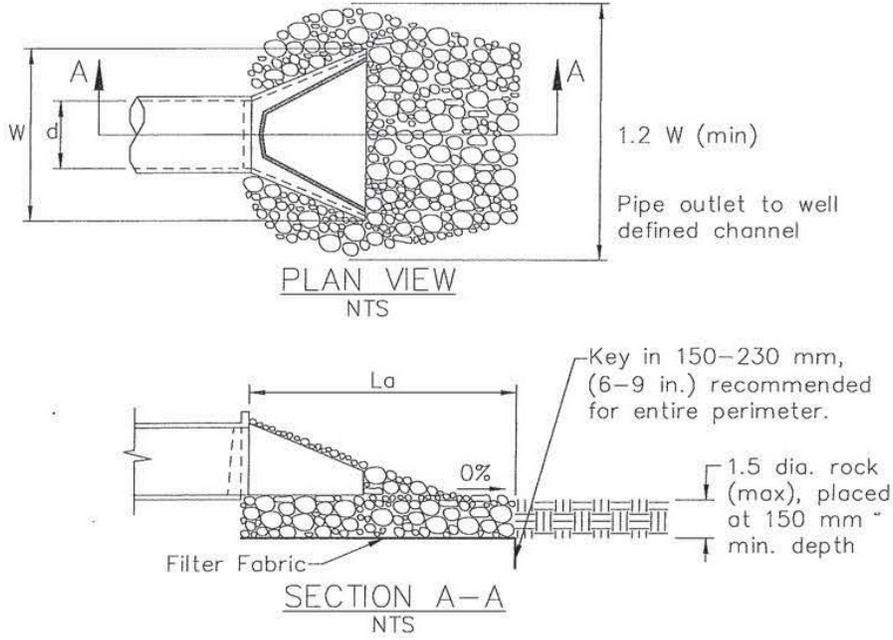
SE-8



**APPENDIX IV
CONSTRUCTION DETAIL – VELOCITY DISSIPATER**

Outlet Protection/Velocity Dissipation Devices

SS-10



Pipe Diameter mm	Discharge m ³ /s	Apron Length, La m	Rip Rap D ₅₀ Diameter Min mm
300	0.14	3	100
	0.28	4	150
450	0.28	3	150
	0.57	5	200
	0.85	7	300
	1.13	8	400
600	0.85	5	200
	1.13	8	200
	1.42	8	300
	1.70	9	400

For larger or higher flows, consult a Registered Civil Engineer

Source: USDA – SCS

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

FEDERAL PREVAILING WAGE RATES

General Decision Number: CA160035 01/15/2016 CA35

Superseded General Decision Number: CA20150035

State: California

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

County: Orange County in California.

<http://www.wdol.gov/dba.aspx>

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

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) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. 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	01/08/2016
1	01/15/2016

ASBE0005-002 07/01/2015

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	\$ 36.74	\$ 19.49
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	\$ 25.38	\$ 16.81

ASBE0005-004 06/29/2015

	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)	\$ 18.06	\$ 10.57

* BRCA0004-010 05/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	\$ 36.56	\$ 13.91

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER	\$ 28.45	\$ 11.38
TILE FINISHER	\$ 23.78	\$ 9.84
TILE LAYER	\$ 35.14	\$ 14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER	\$ 26.59	\$ 10.34
TERRAZZO WORKER/SETTER	\$ 33.63	\$ 11.13

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	\$ 37.35	\$ 11.08
(2) Millwright	\$ 37.85	\$ 11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	\$ 37.48	\$ 11.08
(4) Pneumatic Nailer, Power Stapler	\$ 37.60	\$ 11.08
(5) Sawfiler	\$ 37.44	\$ 11.08
(6) Scaffold Builder	\$ 28.55	\$ 11.08
(7) Table Power Saw Operator	\$ 37.45	\$ 11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	\$ 37.35	\$ 11.08
STOCKER/SCRAPPER	\$ 10.00	\$ 6.67

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	\$ 17.00	\$ 7.41

ELEC0011-002 12/01/2014

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	\$ 29.76	\$ 12.97
Technician	\$ 30.10	\$ 12.48

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, 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 systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 08/31/2015

	Rates	Fringes
CABLE SPLICER	\$ 43.82	\$ 16.86
ELECTRICIAN	\$ 41.89	\$ 16.81

* ELEC0441-003 12/01/2014

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	\$ 29.92	\$ 12.27
Technician	\$ 31.23	\$ 15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

for 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. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 08/31/2015

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer	\$ 42.49	\$ 16.82
Electrician	\$ 41.89	\$ 16.81
Technician	\$ 31.42	\$ 16.49

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of "fish and pull wires". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainage as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2015		
	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	\$ 52.85	\$ 15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	\$ 42.21	\$ 14.32
(3) Groundman	\$ 32.28	\$ 14.03
(4) Powderman	\$ 47.19	\$ 14.60

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

ELEV0018-001 01/01/2015		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 49.90	\$ 28.38

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.

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

ENGI0012-003 07/06/2015

OPERATOR: Power Equipment
(All Other Work)

	Rates	Fringes
GROUP 1	\$ 39.95	\$ 23.35
GROUP 2	\$ 40.73	\$ 23.35
GROUP 3	\$ 41.02	\$ 23.35
GROUP 4	\$ 42.51	\$ 23.35
GROUP 5	\$ 41.86	\$ 23.35
GROUP 6	\$ 41.83	\$ 23.35
GROUP 8	\$ 42.84	\$ 23.35
GROUP 9	\$ 42.19	\$ 23.35
GROUP 10	\$ 42.96	\$ 23.35
GROUP 11	\$ 42.31	\$ 23.35
GROUP 12	\$ 43.13	\$ 23.35
GROUP 13	\$ 43.23	\$ 23.35
GROUP 14	\$ 43.26	\$ 23.35
GROUP 15	\$ 43.34	\$ 23.35
GROUP 16	\$ 43.46	\$ 23.35
GROUP 17	\$ 43.63	\$ 23.35
GROUP 18	\$ 43.73	\$ 23.35
GROUP 19	\$ 43.84	\$ 23.35
GROUP 20	\$ 43.96	\$ 23.35
GROUP 21	\$ 44.13	\$ 23.35
GROUP 22	\$ 44.23	\$ 23.35
GROUP 23	\$ 44.34	\$ 23.35
GROUP 24	\$ 44.46	\$ 23.35
GROUP 25	\$ 44.63	\$ 23.35

OPERATOR: Power Equipment
(Cranes, Piledriving & Hoisting)

	Rates	Fringes
GROUP 1	\$ 41.30	\$ 23.35
GROUP 2	\$ 42.08	\$ 23.35
GROUP 3	\$ 42.37	\$ 23.35
GROUP 4	\$ 42.51	\$ 23.35
GROUP 5	\$ 42.73	\$ 23.35
GROUP 6	\$ 42.84	\$ 23.35
GROUP 7	\$ 42.96	\$ 23.35
GROUP 8	\$ 43.13	\$ 23.35
GROUP 9	\$ 43.30	\$ 23.35
GROUP 10	\$ 44.30	\$ 23.35
GROUP 11	\$ 45.30	\$ 23.35
GROUP 12	\$ 46.30	\$ 23.35
GROUP 13	\$ 47.30	\$ 23.35

OPERATOR: Power Equipment
(Tunnel Work)

	Rates	Fringes
GROUP 1	\$ 41.80	\$ 23.35
GROUP 2	\$ 42.58	\$ 23.35
GROUP 3	\$ 42.87	\$ 23.35

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

	Rates	Fringes
GROUP 4	\$ 43.01	\$ 23.35
GROUP 5	\$ 43.23	\$ 23.35
GROUP 6	\$ 43.34	\$ 23.35
GROUP 7	\$ 43.46	\$ 23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground) Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator;

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

APPENDIX V FEDERAL PREVAILING WAGE RATES

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. And up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

APPENDIX V FEDERAL PREVAILING WAGE RATES

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM \$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	\$ 49.50	\$ 23.60
(2) Dredge dozer	\$ 43.53	\$ 23.60
(3) Deckmate	\$ 43.42	\$ 23.60
(4) Winch operator (stern winch on dredge)	\$ 42.87	\$ 23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	\$ 42.33	\$ 23.60
(6) Barge Mate	\$ 42.94	\$ 23.60

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	\$ 27.08	\$ 20.21
Ornamental, Reinforcing and Structural	\$ 33.50	\$ 28.85

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer	\$ 28.00	\$ 15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	\$ 34.79	\$ 17.92
GROUP 2	\$ 33.84	\$ 17.92
GROUP 3	\$ 30.30	\$ 17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0652-001 08/01/2015

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	\$ 37.04	\$ 16.78
GROUP 2	\$ 37.36	\$ 16.78
GROUP 3	\$ 38.82	\$ 16.78
GROUP 4	\$ 38.51	\$ 16.78
LABORER		
GROUP 1	\$ 31.39	\$ 16.78
GROUP 2	\$ 31.94	\$ 16.78
GROUP 3	\$ 32.49	\$ 16.78
GROUP 4	\$ 34.04	\$ 16.78
GROUP 5	\$ 34.39	\$ 16.78

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of sheet bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

APPENDIX V FEDERAL PREVAILING WAGE RATES

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0652-003 07/01/2014		
	Rates	Fringes
Brick Tender	\$ 29.12	\$ 15.78

LABO1184-001 08/01/2015		
	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	\$ 32.60	\$ 12.16
(2) Vehicle Operator/Hauler	\$ 32.77	\$ 12.16
(3) Horizontal Directional Drill Operator	\$ 34.62	\$ 12.16
(4) Electronic Tracking Locator	\$ 36.62	\$ 12.16
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	\$ 33.76	\$ 15.04
GROUP 2	\$ 35.06	\$ 15.04
GROUP 3	\$ 37.07	\$ 15.04
GROUP 4	\$ 38.81	\$ 15.04

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/05/2015		
	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	\$ 30.16	\$ 17.11
PLASTER TENDER	\$ 32.71	\$ 17.11

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

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead abatement)		
(1) Repaint (excludes San Diego County)	\$ 27.29	\$ 12.83
(2) All Other Work	\$ 30.72	\$ 12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER	\$ 36.18	\$ 16.82

PAIN0036-015 06/01/2015

	Rates	Fringes
GLAZIER	\$ 40.70	\$ 20.92

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up
Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

* PAIN1247-002 01/01/2016

	Rates	Fringes
SOFT FLOOR LAYER	\$ 29.85	\$ 14.01

PLAS0200-009 08/05/2015

	Rates	Fringes
PLASTERER	\$ 38.44	\$ 13.77

PLAS0500-002 07/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 32.30	\$ 20.65

PLUM0016-001 07/01/2015

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	\$ 45.96	\$20.71

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

	Rates	Fringes
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	\$ 44.54	\$ 19.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	\$ 35.16	\$ 18.06

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	\$ 29.27	\$ 19.75
Sewer & Storm Drain Work	\$ 33.24	\$ 17.13

ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER	\$ 35.02	\$ 13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-008 07/01/2013

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	\$ 34.19	\$ 19.37

SFCA0709-003 01/01/2015

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire)	\$ 40.46	\$ 24.17

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

* SHEE0105-003 01/01/2016

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	\$ 41.26	\$ 25.38
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	\$ 41.26	\$ 25.38

TEAM0011-002 07/01/2015

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 28.24	\$ 25.24
GROUP 2	\$ 28.39	\$ 25.24
GROUP 3	\$ 28.52	\$ 25.24
GROUP 4	\$ 28.71	\$ 25.24
GROUP 5	\$ 28.74	\$ 25.24
GROUP 6	\$ 28.77	\$ 25.24
GROUP 7	\$ 29.02	\$ 25.24
GROUP 8	\$ 29.27	\$ 25.24
GROUP 9	\$ 29.47	\$ 25.24
GROUP 10	\$ 29.77	\$ 25.24
GROUP 11	\$ 30.27	\$ 25.24
GROUP 12	\$ 30.70	\$ 25.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional. [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles – 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles – 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull – single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

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.

**APPENDIX V
FEDERAL PREVAILING WAGE RATES**

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION