

CITY OF IMPERIAL
Imperial, California

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

**New Traffic Signal Light and Intersection Improvements
at SR-86 and Neckel Road**

FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

Prepared By:

Pro Terra Engineering and Surveying
444 South 8th Street, Suite "D"
El Centro, CA 92243
(760) 352-6968

For:

CITY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
420 S. Imperial Ave.
Imperial, California 92251
(760) 355-4371

October 2016

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road

FEDERAL AID PROJECT # HSIP-5134(013)

BID NO. 2016-07

Project Number: 153HSIP4-11-007



Prepared Under the Direct Supervision and Approved by:

Jose Carlos Romero

Jose Carlos Romero, R.C.E. #50,429 Expiration Date 06/30/17
Pro Terra, Engineering & Surveying

CITY OF IMPERIAL

TABLE OF CONTENTS

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL-AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

TABLE OF CONTENTS	i-iii
NOTICE INVITING SEALED BIDS	1-2
INSTRUCTIONS TO BIDDERS	3-7
BID PROPOSAL DOCUMENTS	
Bid Proposal	8-9
Bidder's Information.....	10
Contractor's License Statement.....	11
List of Subcontractors.....	12
References	13
Designation of Sureties	13
Bid Bond	14-15
Non-Collusion Affidavit	16
Proposal Bid Sheet	17-18
Bid Proposal	19
FHWA-STPL Required Federal Contract Provisions.....	See Appendix C
CONTRACT DOCUMENTS	
Contract Agreement.....	20-21
Contract Performance	22-24
Payment Bond.....	25-27
General Liability Endorsement	28-30
Automobile Liability Endorsement	31-33
Worker's Compensation/Employees Liability Endorsement	34-35
GENERAL SPECIFICATIONS	
Scope of Work.....	36
Location of Work.....	36
Time of Completion	36
Traffic Requirements	36
Utility Requirements	36-37
Flow and Acceptance of Water.....	37
Removal of Water.....	37
Trench Excavation and Shoring	37
Standard Specifications.....	38
Wage Rates and Labor Codes	39

Table of Contents 1/2

PART I – SPECIAL PROVISIONS

Section 1. Terms, Definitions, Abbreviations and Symbols 40
Section 2. Scope and Control of the Work 40-41
Section 3. Changes in Work 41
Section 4. Control of Materials..... 42
Section 5. Utilities 43
Section 6. Prosecution, Progress and Acceptance of the Work 43-44
Section 7. Responsibilities of the Contractor..... 44-49
Section 9. Measurement and Payment 49-51

PART II – CONSTRUCTION MATERIALS.....51

PART III – CONSTRUCTION METHODS.....51

Special Provisions Traffic Signals.....51-56

Miscellaneous Specifications.....56-57

APPENDIX A – DAVIS-BACON WAGE RATES AND INFORMATION.....58-77

APPENDIX B – CALIFORNIA WAGE RATES AND INFORMATION.....78-100

APPENDIX C – FHWA-STPL Required Federal Contract Provisions.....101-141

Note 1: The forms provided under this **Appendix C** must be filled and submitted with-and-as part of the Proposal Documents listed above.

Note 2: The “Standard Specifications” being referenced on the information and the forms provided under **Appendix C**, are the latest edition of “CALTRANS Standard Specifications”.

APPENDIX D – Construction Project Plans consisting of 14 sheets, titled:....142

“Project Plans for Construction of New Traffic Signal Light & Intersection Improvements at State Highway 86 and Neckel Road”

APPENDIX E – Project Environmental Conditions.....143-145

CITY OF IMPERIAL

NOTICE INVITING SEALED BIDS

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
Project Number: 153HSIP4-11-007
BID NO. 2016-07**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of 2:00 PM Tuesday, October 25, 2016, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted.

A Pre-Bid meeting will be conducted at 10:00 AM Friday October 14, 2016 at City Hall located at 420 S. Imperial Avenue, Imperial, California 92251 to be followed by a Field Walkthrough at the project site.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents for a New traffic signal light and intersection street improvements at Neckel Road and State Route 86. The street improvements will consist of: traffic control signs during construction, the installation of Traffic Signal Lights, minor concrete structures, ADA ramps, and the preparation of subgrade / Class II base / new pavement sections for Neckel Road and for the prolongation of left turn lanes on SR-86, road signage and pavement striping.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor for the compliance and implementation of the Project Environmental Conditions listed on Appendix E. Testing and Studies called for on said Appendix E shall be paid by City.

Asphalt and concrete demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

Bid packages are available at City Hall, 420 S. Imperial Avenue, Imperial, California 92251 upon payment of a \$85.00 non-refundable fee (\$100.00 if mailed). Only those firms who have purchased the bid documents will be provided any addendums that may be issued for this project prior to the bid opening date.

Any contract entered into pursuant to this notice will incorporate the provisions of Federal Davis-Bacon law and State Labor Code of the State of California. Compliance with the higher of Federal or State prevailing rates of wages and apprenticeship employment standards established by Davis Bacon and the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

This project has a specific contract Disadvantaged Businesses Enterprises (DBE) Contract Goal of 5%, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas. The City is required to report to CALTRANS on DBE participation for all Federal-Aid contracts each year so that attainment efforts may be evaluated.

Said DBE Goal is applicable to all contractor's construction work (whether or not it is Federally funded or assisted) performed in the covered area. If the Contractor performs construction work in a geographical area outside of the covered area, it shall apply to 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 Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals 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 in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Imperial will retain 10 percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside;

**SEALED BID FOR:
New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
Project Number: 153HSIP4-11-007
BID NO. 2016-07**

The Proposal should be delivered in a sealed envelope no later than 2:00 PM Tuesday, October 25, 2016, addressed as follows:

**Jesus Villegas
Planning & Development Department
Engineering Division
City of Imperial
420 S. Imperial Avenue, Imperial, CA 92251**

Questions concerning the proposal should be directed to Jesus Villegas, Project Manager, with the City of Imperial at (760) 355-3840 or via email: jvillegas@cityofimperial.org.

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum.

The City will not consider proposals received after the specified time and date.

This RFP does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof.

Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

Dated this _____ day of _____, 2016.

By: _____
Debra Jackson – Imperial City Clerk

420 S. Imperial Avenue, Imperial, CA 92251
Telephone: (760) 355-4373

CITY OF IMPERIAL

INSTRUCTIONS TO BIDDERS

FOR

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)**

BID NO. 2016-07

Project Number 153HSIP4-11-007

PROPOSAL FORMS

Bids shall be submitted in writing on the Bid Proposal forms provided by the CITY, including, all forms in **Appendix C** "Required Federal Contract Provisions" must be filled, initialed and signed. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid proposal not meeting these requirements and/or not submitting all forms requested herein.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **ATTN: CITY CLERK: SEALED BID FOR:**

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007**

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractors License or a combination of Class C license(s), as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure performance under the contract.

At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is ninety-six dollars (\$96.00).

CITY OF IMPERIAL

BID PROPOSAL

for

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)**

BID NO. 2016-07

Project Number: 153HSIP4-11-007

TO CITY OF IMPERIAL, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED: _____, 2016

BIDDER: _____

BIDDER'S ADDRESS:

BY: _____

TITLE: _____

TELEPHONE #: _____

FAX #: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: _____

Name of Individual Contractor (Print or type): _____

Signature of Owner: _____

Business Address: _____

Or

Name of Firm: _____

Business Address: _____

Name: _____ Title: _____

Address: _____

Or

Name of Corporation: _____

Corporation Address: _____

Corporation organized under the laws of the State of _____

Signature of President of Corporation

Signature of Secretary of Corporation

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor Is Licensed	Specific License of No.	Address Office Mill/Shop	Percent of Total Contract	Description of Subcontract

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

CITY OF IMPERIAL
BID BOND

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____,
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal
sum of _____
dollars (\$_____), which is ten percent (10%) of the total amount bid by
BIDDER to the CITY for the above stated project, for the payment of which sum, BIDDER
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to CITY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise it shall remain in full force and
effect in favor of AGENCY.

WITNESS our hands this ____ day of _____, 2016.

(seal)

CONTRACTOR (CORPORATION) – TYPE

By: _____
President

By _____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2016.

Notary Public _____

(Page 1 of 2)

SURETY'S NAME-TYPE

Mailing Address

By: _____
Name

Title _____

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2016.

Notary Public _____

(seal)

(Page 2 of 2)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____ being first duly sworn deposes and says that he is _____ (sole owner, a partner, president, etc.) of _____ the party making the foregoing bid; that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or a sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his 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 in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2016.

Notary Public _____

CITY OF IMPERIAL
PROPOSAL BID SHEET

FOR
New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

Item No.	Bid Item Description	Units	Estimated Quantity	Unit Price (*)	Amount
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control & Construction Area Signs	LS	1	\$	\$
3.	Erosion Control / BMP's Implementation	LS	1	\$	\$
4.	Saw Cut existing AC	LF	1,785	\$	\$
5.	Roadway Excavation (a) (Neckel / SR-86)	CY	1,500	\$	\$
6.	Concrete Curb & Gutter	LF	145	\$	\$
7.	Concrete Sidewalk & Pad	SF	500	\$	\$
8.	Concrete Driveway	SF	110	\$	\$
9.	12" Subgrade Preparation (a) (Neckel / SR-86)	SF	19,225	\$	\$
10.	Class II Aggregate Base (a) (Neckel / SR-86)	TON	1,965	\$	\$
11.	Asphalt Concrete (HMA Type HS 1/2") (Neckel / SR-86)	TON	615	\$	\$
12.	1" AC Grinding + 2" AC Overlay (HMA Type HS 1/2")	SF	9,500	\$	\$
13.	Concrete ADA Ramps	EA	3	\$	\$
14.	Traffic Signal Lights System: Foundations/ Poles / Cameras / Panels/Wiring / Signs	LS	1	\$	\$
15.	Pavement Striping and Signage	LS	1	\$	\$
16.	Street Barricade	EA	1	\$	\$
	TOTAL BID PROPOSAL				
(*) The unit price shall include the cost of all items listed under each bid item description					
(a) See Appendix E Project Environmental Conditions concerning Air Quality during construction					
(b) See Appendix E Project Environmental Conditions concerning the existing striping lead paint removal and existing aerially deposited lead in exposed soils along travel way.					

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) _____

TOTAL AMOUNT OF BID PROPOSAL (WORDS) _____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2016.

Bidder: _____

By: _____

Title: _____

Subscribed and sworn to this _____ day of _____, 2016.

NOTARY PUBLIC _____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

CITY OF IMPERIAL
CONTRACT AGREEMENT

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____ day of _____, 2016, BY AND BETWEEN THE CITY OF Imperial, as the CITY, and _____, as CONTRACTOR.

WITNESSETH that the CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the CITY, the CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit labor, equipment rental and material prices set forth in the Proposal as the basis for compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

The CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring 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 certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify and hold harmless the CITY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

MAYOR – CITY OF IMPERIAL

(CORPORATION NAME –TYPE)

ATTEST: _____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

DEBRA JACKSON
CITY CLERK - CITY OF IMPERIAL

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED.

Subscribed before me on this ____ day of _____, 2016.

Notary Public

(SEAL)

My commission expires: _____

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF IMPERIAL (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007**

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____,

_____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial in the sum of _____ Dollars (\$ _____)

said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will 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 bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or 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 the one year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same 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 or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this _____ day of _____, 2016.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **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).

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 2016, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires:_____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Imperial (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement dated _____, described as follows:

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007**

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of _____ Dollars (\$ _____)

said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which payment will 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 said Contractor, his or its heirs, executors, administrators, successors or assigns, or Sub-contractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the Specifications accompanying the same 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 or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2016.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **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).

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 2016, before me,
_____, a Notary Public in and
for said State personally appeared _____
_____, known to me to be the person whose name is subscribed to the within
instrument as the Attorney-in-Fact of the _____(Surety) and
acknowledged to me that he subscribed the name of the _____
_____(Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires: _____

Note: A copy of the power of attorney to local representatives of the bonding company
must be attached hereto.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____
Policy Number: _____
2. Policy Term: (From) _____ (To) _____
Endorsement Effective Date: _____
3. Named Insured: _____
4. Address of Named Insured: _____
5. Limit of Liability Any One Occurrence/Aggregate
\$ _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. INSURED. The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

(a) be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. **SEVERABILITY OF INTEREST**. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS**. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. **CANCELLATION NOTICE**. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

**WORKER'S COMPENSATION/EMPLOYERS
LIABILITY ENDORSEMENT**

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company: _____

Policy Number: _____

2. Effective Date of This Endorsement: _____

3. Named Insured: _____

4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

CITY OF IMPERIAL

GENERAL SPECIFICATIONS

FOR

**New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)**

BID NO. 2016-07

Project Number: 153HSIP4-11-007

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents for a New traffic signal light and intersection street improvements at Neckel Road and State Route 86. The street improvements will consist of: traffic control signs and appurtenances during construction, the installation of a Traffic Signal Lights, minor concrete structures, ADA ramps, and the preparation of subgrade / Class II base / new pavement sections for Neckel Road and for the prolongation of left turn lanes on SR-86, road signage and pavement striping.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor for the compliance and implementation of the Project Environmental Conditions listed on Appendix E. Testing and Studies called for on said Appendix E shall be paid by the City. Asphalt and concrete demolition debris shall be recycled or diverted as required by the City's C&D Ordinance.

LOCATION OF WORK

At the intersection of SR-86 and Neckel Road in the City of Imperial

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 calendar days after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street closures may be made with the prior approval of the City Engineer.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with an approximate locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

Prior to begin of construction the Contractor shall "pot hole" and/or excavate to determine the depth of existing underground utilities. Any "pot hole" and/or excavation shall be performed in presence of the utility company representative. Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their utilities.

1. Imperial Irrigation District Power: Ernie Benitez (760) 482-3405
2. Imperial Irrigation District Water: Olivia Alcaraz (760) 339-9108
2. Southern California Gas: J.Montenegro, (760) 352-6100 / E.Cuevas (760) 370-5812
3. SBC - Telephone Company: Mike Ormand, (760) 337-3358
4. Time Warner (cable TV): Keith Johnson, (760) 352-8774
5. Imperial County Public Works Department: John Gay, Deputy Director, (760) 482-4462
6. City of Imperial Water Department: Carlos Flores, (760) 355-2155
7. City of Imperial Wastewater Department: Andrew Escobar, (760) 355-2718
8. City of Imperial Public Works Department: Jackie Loper, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for the pipelines shall commence when ground water is first encountered, and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet or more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer to whom authority to accept has been delegated, 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 such trench or trenches. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements. Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the latest edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (The Greenbook).

Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

*State of California
Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819*

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Imperial or other governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the higher of the Federal or State general prevailing rate of per diem wages as determined and published by Davis-Bacon or the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the highest of either the federal or state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the contractor without further acknowledgment by the parties.

CITY OF IMPERIAL

SPECIAL PROVISIONS

for

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 **DEFINITIONS.**

City	- City of Imperial
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 **AWARD AND EXECUTION OF CONTRACT.**

Is amended as follows:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- ~ Contract Agreement
- ~ Faithful Performance Bond
- ~ Payment Bond
- ~ General Liability Endorsement
- ~ Automobile Liability Endorsement
- ~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 **CONTRACT BONDS.**

add the following:

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

the first paragraph is amended as follows:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 SURVEYING

2-9.3 Survey Service.

Is amended as follows:

CITY shall obtain and pay for the construction staking services of a surveyor as needed to perform the work. The City will provide the services of a properly licensed surveyor to establish control points and relocate survey monuments if needed.

SECTION 3 - CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General.

add the following:

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.3 Markup.

add the following as the first paragraph:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.4 Test of Materials.

add the following:

TESTING LABORATORY SERVICES

All test which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

TESTING SERVICES FURNISHED BY CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedment's and fills), and other materials and equipment, during and after their incorporation in the Work, except re-testing which shall be paid by Contractor. Field sampling and testing will be performed by Engineer's personnel, in the general manner indicated in the specifications, with minimum interference with construction operations. Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION.

add the following paragraph:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

is amended as follows:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

The Construction Schedule shall include the timeframes necessary to conduct those studies, testing and reports, prior to the start of construction or commencement of work, in coordination with the City of Imperial pursuant to the Project Environmental Conditions listed on Appendix E (See also Scope of Work under the General Specifications).

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION.

6-7.1 General.

add the following:

The time for completion shall be 60 calendar days from the issuance date of the Notice to Proceed.

6-7.2 Working Day.

is amended as follows:

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without 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.

6-9 LIQUIDATED DAMAGES.

the last sentence is amended as follows:

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,200 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

add the following:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.

7-2.2 Laws.

add the following:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE.

the entire Subsection is amended as follows:

7-3.1 Indemnification. The Contractor shall indemnify and save harmless the CITY OF IMPERIAL and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each accident
	\$1,000,000	aggregate products and completed operations
Property Damage	\$ 250,000	each accident
		Worker's Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a

sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend and indemnify the CITY OF IMPERIAL against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The CITY OF IMPERIAL, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF IMPERIAL, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-5 PERMITS.

the first sentence is amended as follows:

Prior to the start of any work, including “pot holes” and excavation to determine depth of existing underground utilities, the Contractor shall take out the applicable Agencies permits and make arrangements for Agencies inspections, i.e. County of Imperial, City of Imperial, Imperial Irrigation District. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. The City of Imperial will reimburse the permit fees paid by Contractor to said agencies or public utilities. The City will waive the City’s usual encroachment permit fees.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access.

add the following:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above.

The Contractor shall notify the following public agencies –but not limited to: California Highway Patrol, US Border Patrol, County Fire Department, County Sheriff, Imperial County Department of Public Works, Imperial Valley College, other, of the proposed project schedule, a minimum of 48 hours, but not more than 72 hours, in advance of any access limitation or closure of the project site and/or the project intersection.

Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-10.2 Storage of Equipment and Materials in Public Streets.

add the following:

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, and Barricades.

add the following:

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and

protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

Excavations, overlays and miscellaneous repairs – 36 hours

The Contractor shall also be required to post "Temporary No Parking" signs along the streets to be resurfaced during each working day, forty-eight (48) hours prior to resurfacing. The "NOTICES" and "Temporary No Parking" signs will be furnished by the Contractor.

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. City Engineering Department at 355-3840
2. Fire Department at 355-1191
3. Imperial Police Dept. at 355-4327
4. Imperial County Sheriff's Dept. 482-6301
5. Imperial County Public Works Dept. 482-4462

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

7-10.4 Safety.

7-10.4.1

Safety Orders.
add the following:

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

Article 6

Excavations, Trenches and Earthwork

Article 11

Traffic Control, Flagmen, Barriers and Warning signs; and

***Article 28 ***

Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a

copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-15 PAYROLL RECORDS.

add the following paragraph:

Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment.

the last paragraph is amended as follows:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full ten percent (10%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done

at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

9-3.3 Delivered Materials.
is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

9-3.4 Dewatering.
is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrative code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

9-3.5 Mobilization.
is amended as follows:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project;

and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL**.

PART II – CONSTRUCTION MATERIALS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX D.

PART III - CONSTRUCTION METHODS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX D.

SPECIAL PROVISIONS

307-1 TRAFFIC SIGNALS

Traffic signals and safety lighting system shall conform to the provisions of the latest edition of the State Standard Specifications, and the State Standard Plans (hereinafter referred to as "The State Specifications"), and Standard Plans for Public Works Construction and Specifications, latest edition (hereinafter referred to as "The Green Book"), the work as shown on the Project Plans and these Special Provisions.

All incidental parts which are not shown on the State Specifications, the Green Book, the APWA, Project Plans or specified herein, and which are necessary to complete the installations shall be furnished and installed as though such parts were shown on the Project Plans or specified herein.

The following Special Provisions are supplementary and in addition to the provisions of the State Standard Specifications and Green Book, and are only called out if elaborations, amendments, specifying of options, or additions are required.

Cooperation Between Contractors and Obstructions.

The Contractor will be required to work around public utility and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations that have not been completed. Contractor will be held liable for any damage to existing improvements or interference with service resulting from his/her operations. The exact location of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities.

Existing Improvements. The Contractor shall make every effort to protect all existing improvements and facilities from damage during the progress of his/her work. No trees, planters, walks, shrubs, signs, fences or other such facilities shall be removed except as shown or called for on the plans or unless specifically authorized in writing by the Engineer.

The contractor shall be held responsible for the care and preservation of the present premises and of adjacent premises and coterminous property. Any parts of them which are injured, damaged or disturbed because of his work shall be repaired, replaced or cleaned by him at his expense.

The Contractor shall apply either water and/or dust palliative for the alleviation or prevention of dust nuisance and damage originating from the contractor's operation.

Existing Utilities. The Contractor will be required to work around public utilities and other improvements that are to remain in place within the construction area. Contractor will be held liable for any damage to existing improvements or interference with service resulting from his/her operations. The exact location of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities.

Maintenance Call-outs. Any expense for maintenance call-outs by the City's contracting traffic signal maintenance contractor resulting from the contractor's operations and construction of this project shall be borne by the contractor.

Warranties, Guarantees and Instruction Sheets. Warranties, guarantees and instruction sheets shall conform to the provisions in Section 86-1.04, "Warranties, Guarantees and Instruction Sheets" of the State Standard Specifications and these Special Provisions.

The electrical and mechanical equipment shall be guaranteed to the City of Imperial by the manufacturer for a period of not less than twelve (12) months following the date of acceptance thereof. Where Contractor-installed equipment and/or facilities are damaged prior to final acceptance by the City, Contractor shall repair or replace such equipment and/or facilities at his/her own expense.

Conduit. Conduit shall conform to the provisions in Section 86-2.5, "Conduit," of the State Standard Specifications and these Special Provisions.

All conduits on this project shall be 3.0-inch (76.2 mm) PVC Schedule 40 pipe unless otherwise specified on the project plans. Insulated bonding bushings will be required on all conduits. After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound. Conduit runs shown on the plans are in schematic form only. Actual installation shall be done in the most direct manner.

Trenching Installation of Conduit. Conduit shall be placed under existing paving in a trench 2 inches wider than the outside diameter of the conduit being installed. Conduit depth shall be at a minimum of 36 inches under roadway and 18 inches under sidewalk.

All pavement shall be sawcut with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no pavement damage outside the removal area.

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with two sack slurry to finished grade. Prior to final paving, the slurry backfill shall be excavated to a depth of 0.30 inch below the final pavement surface. If so directed by the Engineer, the two sack slurry backfill shall be installed to a depth of 0.30 inch below the final pavement surface. The slurry shall be allowed to cure a minimum of two days prior to final paving with a commercial Type B asphalt concrete.

Standards and Steel Pedestals. Standards shall be installed with 3.0 feet (0.9 m) minimum clearance to face of curb. Standards shall be set at the same elevation as the adjacent sidewalk level.

If required by the serving electric utility, and confirmed by the Engineer, State Certified Electric Workers shall be utilized for the installation of standards, steel pedestals and posts in accordance with State of California High Voltage Safety Orders.

Pull Boxes. Pull boxes shall conform to the provisions of Section 86-2.06, "Pull Boxes", of the State Standard Specifications and these Special Provisions. Pull boxes shall be No. 5 type unless otherwise specified on the project plans.

Foundations

Portland cement concrete shall conform to Section 90, "Portland Cement Concrete," of the State Standard Specifications and contain not less than 470 pounds of cement per cubic yard, except concrete for reinforced pile foundations for traffic signal standards shall contain not less than 698 pounds of cement per cubic yard.

Removing Concrete Sidewalk. Whenever a part of a square or a slab of the existing concrete sidewalk is broken or damaged, the entire square or section shall be removed as directed by the Engineer. Existing concrete shall be cut with an abrasive saw prior to removing the sidewalk. Cuts shall be neat and true along the Engineer's approved score lines.

Construction Area Traffic Control Devices. Construction area traffic control shall conform to the provisions in Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices" the State Standard Specifications, the Project Plans and these Special Provisions.

The cost for providing all required flagmen, guards, and other traffic control devices shall be borne by the Contractor.

Bonding and Grounding. Install one 8 foot (2.44 m) long grounding rod in the base of the controller cabinet. The grounding rod shall be approximately central and extend 1-1/2 inches (38 mm) above the inside, finished floor of the controller cabinet. A similar grounding rod shall be installed in the No. 6 pullbox adjacent to the controller cabinet.

Grounding jumper shall be attached by a 3/16 inch (4.8 mm) or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod, or bonding wire in adjacent pull box. Grounding jumper shall be visible after cap has been poured on foundation. All conduit runs shall be grounded in each pull box.

High Pressure Sodium Vapor Luminaires. Each high pressure sodium vapor luminaire shall have a built-in ballast. Luminaires shall be cutoff type with flat lens. A detachable power unit with down opening door shall contain the ballast, starter board, capacitors and heavy duty terminal block.

Each luminaire shall be furnished with a photoelectric unit.

Single Faces and Signal Heads. "RED", "YELLOW" and "GREEN" indications shall be made of energy-saving Light Emitting Diodes (LED). The LED shall utilize allnGaP technology and shall not exhibit degradation of more than 30% of its initial intensity following accelerated life testing (operating at 85 degree C. and 85% humidity, for 1,000 hours).

Each 12-inch (305 mm) unit shall not consume over a nominal 15 watts of power. All LED units shall warranted for seven years against manufacturing defects. Signal heads and backplates shall be made of metal.

Storage of Material. The site of work shall be maintained clean at all times. Excavated material shall be loaded directly and hauled away from job site for disposal at Contractor's expense. The contractor shall not store material on the job site. He shall store material at a site convenient to the job, off public ways, arranged and paid as a part of his contract work.

Cleaning of site. During the progress of the work, the contractor shall keep the premises occupied by him in a neat, orderly, and sanitary condition. He shall dispose of refuse as often as directed, or as may be necessary, so that at no time shall there be any accumulation of rubbish, excavated material, or equipment that will interfere with convenience or operation of vehicles so as to provide minimum obstruction to traffic at all times.

Sanitary Arrangements. The contractor shall make provisions for and maintain, in a sanitary manner at the worksite, all necessary and sanitary conveniences for the workmen, in accordance with the rules and regulations of the State Board of Health.

Access. The contractor's attention is directed to the existing pedestrian and vehicular access ways crossing the lines of work. These access ways shall not be closed unless an alternate access way is provided. The contractor shall assume full responsibility for providing alternate access. The compensation for this work shall be considered as included in the cost of the various contract items of work and no additional compensation will be made therefor.

Maintaining Existing and Temporary Electrical Systems. Traffic signal system shutdown shall be limited to periods between the hours of 9:00 AM and 3:30 PM.

The Contractor shall furnish and place "STOP AHEAD" and "STOP" signs in accordance with the provisions in Section 12-3.06, "Construction Area Signs", of the Standard Specifications, except that the base material for the signs shall not be plywood. Two "STOP AHEAD" signs and two "STOP" signs shall be placed for each direction of traffic. Location of the signs shall be as directed by the City Traffic Engineer. Full compensation for furnishing, installing, maintaining, and removing temporary "STOP AHEAD" and "STOP" signs, and for covering signs not in use, shall be considered as included in the contract lump sum price paid for the signal item involved and no additional compensation will be allowed therefore. All existing signal indications, pedestrian push buttons, detectors, and control equipment shall be maintained in operation at all times, except during shutdown hours as specified above.

Costs for overhead temporary wiring, which may be required to keep the signals in operation during intersection re-wiring, shall be considered as a part of the lump sum bid price for each intersection.

Abandoned Equipment. Existing equipment and poles removed and not salvaged as determined by the Engineer shall be hauled away by the Contractor. All salvaged equipment and poles shall be delivered to the City designated storage place. All costs incurred for salvaging and abandoning equipment and poles shall be included in the lump sum bid price.

Construction Water. The Contractor shall submit an application to the City of Imperial for a temporary water meter should city water is used in the project, city temporary water meter fees will be waived or reimburse to Contractor. The Contractor shall obtain permit from IID should canal water is used in the project. IID fees for canal water shall be reimbursed from City to the Contractor.

Internally illuminated Street Name Signs. Internally illuminated street name signs shall be energy-efficient L.E.D. type, double-faced, 8-feet (2.5 M) long. Support brackets shall be 3/8 x 1.5" minimum. Sign panels shall be blue color with 3M Company VIP (Type B) reflective sheeting. The full-size layout for each legend shall be submitted to the City Traffic Engineer for approval prior to fabrication.

Pedestrian Signals. Pedestrian signals shall be energy-efficient L.E.D. "Count-Down" type. The L.E.D. modules shall be warranted for five years against manufacturing defects.

Wiring. Nylon jacketed Conductors shall not be used. Traffic signal conductors shall not be sliced. Conductors with "Type THHN" insulation shall not be permitted for installation on this project. Splices for No. 10 or larger conductors shall be Type C and insulated by Method B for conductors. Emergency vehicle pre-emption cable shall be 3M Company Model 138.

Interconnect conductor cable shall be Beldon Cable #9774 equal, or similar cable as follows: Interconnect conductor cable shall consist of a minimum of 12 twisted pairs of 19 gauge copper conductors. Each conductor pair shall be individually shielded. An additional minimum 20 gauge, copper drain conductor shall be provided. Outer coating of cable shall consist of a minimum of 40 mils polyvinyl chloride, and shall be suitable for underground installation. Contractor shall submit a sample of the proposed interconnect conductor cable to the Engineer for approval prior to installation.

Type 170 controller Assembly. The Type 170 controller assembly shall conform to Sections 86.3.11, 86-3.11A and 86-3.11B of the Standard Specifications and the State of California Traffic Control Equipment Specifications dated April 1978 and current addendum.

The McCain Company Type 170-ATC "COLDFIRE" LCD Controller with 750 software program shall be furnished with all required auxiliary equipment including necessary conflict monitor, relays, load switches and isolator cards for pedestrian push buttons, flash sense, and stop time, Model 496 Modem, and also any necessary auxiliary hardware to operate as called for on the Plans. Controller cabinet shall be equipped with P20 board and harness for monitoring red signal capability. Flashing indications shall be red on all phases. Loadswitches shall have both input and output display indications.

Three copies of the operation and maintenance manuals for the Type 170 controller, cabinet, and auxiliary equipment shall be provided to the Agency. A fully operational signal control system shall be provided by the contractor including initial system set-up and turn-on. Signal timing data will be provided by the Agency. The Contractor shall arrange to have a qualified signal technician from McCain Company present at the time the equipment is turned on. A representative from 3M Company shall be present to activate the Opticom detectors and phase selectors and program the required detection zone.

A twelve-position interconnect terminal strip should be provided in the cabinet. One C2P modem interconnect harness with a six-foot cable shall be wired to the interconnect terminal strip. A slide out shelf/drawer shall be provided.

Testing. Testing of traffic controller and cabinet involved in the Contract shall be performed by City's designated testing facility. All costs incurred for the testing and delivering of traffic controller cabinet to the testing laboratory and to the project site after testing shall be included in the lump sum bid price.

Construct Concrete Sidewalk. All Portland Cement Concrete (P.C.C.) items shall be Class 520-C-2500 in accordance with Section 201-1 of the Standard Specifications and placed in conformance with Section 302-6 of the Standard Specifications. Included in the work for the above items is all the necessary excavations that will be required to construct the sidewalk, curb ramp, curb and/or gutter and driveways. If unusual soil conditions are encountered, such as soft or spongy soil, the Engineer will require the Contractor to scarify to a depth of 12-inches below the construction subgrade and let the soil dry out until the Engineer approves the subgrade. Contractor shall then compact the subgrade to 90% relative density and continue with the construction.

MISCELLANEOUS SPECIFICATIONS

TRAFFIC CONTROL

All traffic control for the project shall be in accordance with Item, item 4, and item 14 of these Special Provisions herein, and the State of California Manual of Traffic controls, latest edition.

SUBMITTALS

The Contractor shall submit eight (8) copies of the following shop drawings to the Engineer for review and approval at least ten (10) days before drawings will be required for ordering materials and commencing the work. Each shop drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's review and approval of that submission. The Contractor shall provide specific written notice of any variations that the shop drawings may have from the requirements of the Contract Documents.

Within 8 calendar days of receipt of shop drawings, the Engineer will return two (2) copies of each drawing to the Contractor with his comments thereon. If so indicated, the Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents. Shop drawings shall be submitted but not limited to the following items:

- A. The Contractor shall submit manufacturer's mill specification sheet listing diameter, thickness, and class of steel used in making the jacked casing, and the mill certification.
- B. The Contractor shall submit drawings showing the location of approach trench, jacking pit, tunnel and receiving pit, and joint type for both casing and carrier pipe.
- C. The Contractor shall submit a tunnel construction schedule, which includes casing installation, carrier pipe installation, approach trench backfill, and receiving pit backfill.
- D. The Contractor shall submit shoring plans for review to the City Engineer. Shoring plans must be prepared and approved by a registered Civil or Structural Engineer.
- E. The Contractor shall submit drawings of the precast reinforced concrete manholes and appurtenances, including structural calculations prepared and approved by a Registered Civil or Structural Engineer.

- F. The Contractor shall submit manufacturer's specification and information and regarding to all materials to be used on the work site.

PRESERVATION OF MONUMENTATION

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require any removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed surveyor or pre-1972 licensed civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset by the Contractor after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset after construction per City of Imperial or County of imperial standards, as applicable, and the tie notes submitted to the City of Imperial or County of Imperial on 8-1/2" x 11" note paper. The Contractor and its sureties shall be liable for, at its expense, any resurvey required due to its negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

The Contractor shall comply with The Land Surveyors Acts #9771 (Record of Surveys-Monumentation) and #8773 (Corner Records-Records of Survey for "Lost Corners").

Appendix A

Davis-Bacon Federal Wage Rates

General Decision Number: CA160002 09/16/2016 CA2

Superseded General Decision Number: CA20150002

State: California

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

County: Imperial County in California.

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

Note: Under Executive Order (EO) 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	02/12/2016
2	02/26/2016
3	03/04/2016
4	04/01/2016
5	07/08/2016
6	07/22/2016
7	08/12/2016
8	08/26/2016
9	09/16/2016

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 Federal Aid Project No. HSIP 5134 (013)		59/145

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

BRCA0004-002 11/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 42.36	17.29

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 07/01/2015

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

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.

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0569-002 08/31/2015

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 41.75	13.38
Tunnel Work.....	\$ 46.88	13.54
Electrician.....	\$ 41.00	13.36
Tunnel Work.....	\$ 46.13	13.51
Electricians: (Electrical contracts of \$500,000 and over)		
Cable Splicer.....	\$ 44.75	13.47
Tunnel Work.....	\$ 49.88	13.63
Electrician.....	\$ 44.00	13.45
Tunnel Work.....	\$ 49.13	13.60

 ELEC0569-005 06/06/2016

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 30.22	12.21

SOUND TECHNICIAN: Terminating, operating and performing final check-out

 ELEC0569-006 10/05/2015

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 29.50	8.31

Utility Technician #2.....\$ 24.65

8.16

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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.

* ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
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)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
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; 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 bendng 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-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 than 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)

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)

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)

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, SMB 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 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 think 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 RECIEVES BASE RATE

	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

IRON0377-002 07/01/2016

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

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

LAB00300-005 01/01/2016

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 30.43	16.07

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.

LAB00345-001 07/03/2016

LABORER (GUNITE)

GROUP 1.....	\$ 37.89	20.50
GROUP 2.....	\$ 36.94	20.50
GROUP 3.....	\$ 33.40	20.50

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.

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Rodmen, Nozzlemen
- GROUP 2: Gunmen
- GROUP 3: Reboundmen

 LAB01184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

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

LAB01184-002 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 38.09	19.07
GROUP 2.....	\$ 38.41	19.07
GROUP 3.....	\$ 38.87	19.07
GROUP 4.....	\$ 39.56	19.07
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

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 shee 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

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

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2016

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

* LABO1414-003 08/03/2016

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 31.60	19.28
PLASTER TENDER.....	\$ 34.15	19.28

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

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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

DRYWALL FINISHER/TAPER.....	\$ 36.18	16.82

PAIN0036-013 10/01/2015		
	Rates	Fringes
GLAZIER.....	\$ 40.80	17.66

PAIN0036-019 01/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	13.53

PLAS0200-004 08/05/2015		
	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

Work at Naval Air Facility Seeley: \$3.00 additional per hour		

PLAS0500-002 07/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

PLUM0016-008 07/01/2016		
	Rates	Fringes
PLUMBER/PIPEFITTER		
El Centro Naval Air Facility.....	\$ 56.46	20.71
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.....	\$ 47.19	21.41
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.69	18.76

PLUM0345-001 07/01/2014		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 29.27	19.75
Sewer & Storm Drain Work	\$ 33.24	17.13

ROOF0045-001 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 25.08	7.28

SFCA0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 36.88	20.28

SHEE0206-002 01/01/2012

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 25.22	6.69
SHEET METAL WORKER.....	\$ 33.05	19.23

SHEET METAL TECHNICIAN - SCOPE:
LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000.
TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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

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.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Appendix B

California State General Prevailing Wage Rates

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: July 2, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$32.34	7.06	6.75	4.57	0.69	0.67	8	52.08	68.250	68.250	84.42
Group 2	32.89	7.06	6.75	4.57	0.69	0.67	8	52.63	69.075	69.075	85.52
Group 3	33.44	7.06	6.75	4.57	0.69	0.67	8	53.18	69.900	69.900	86.62
Group 4	34.99	7.06	6.75	4.57	0.69	0.67	8	54.73	72.225	72.225	89.72
Group 5	35.34	7.06	6.75	4.57	0.69	0.67	8	55.08	72.750	72.750	90.42

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, 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 Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders
Underground Laborer, including Caisson Bellow

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
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-inch pipe and over by any method, inside and out
High Scaler (including drilling of same)
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, 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 Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly and Rate	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rates		
			Pension	Vacation/ Holiday	Training ^e	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
Group I	28.24	16.02	5.00	2.70 ^a	1.52	.45	8	53.93	68.05	68.05	82.17
Group II	28.39	16.02	5.00	2.70 ^a	1.52	.45	8	54.08	68.275	68.275	82.47
Group III	28.52	16.02	5.00	2.70 ^a	1.52	.45	8	54.21	68.47	68.47	82.73
Group IV	28.71	16.02	5.00	2.70 ^a	1.52	.45	8	54.40	68.755	68.755	83.11
Group V	28.74	16.02	5.00	2.70 ^a	1.52	.45	8	54.43	68.80	68.80	83.17
Group VI	28.77	16.02	5.00	2.70 ^a	1.52	.45	8	54.46	68.845	68.845	83.23
Group VII	29.02	16.02	5.00	2.70 ^a	1.52	.45	8	54.71	69.22	69.22	83.73
Group VIII	29.27	16.02	5.00	2.70 ^a	1.52	.45	8	54.96	69.595	69.595	84.23
Group IX	29.47	16.02	5.00	2.70 ^a	1.52	.45	8	55.16	69.895	69.895	84.63
Group X	29.77	16.02	5.00	2.70 ^a	1.52	.45	8	55.46	70.345	70.345	85.23
Group XI	30.27	16.02	5.00	2.70 ^a	1.52	.45	8	55.96	71.095	71.095	86.23
Subjourneyman											
0-2000 hours	14.20	14.92	5.00	1.35 ^a	1.52	.45	8	37.44	44.54	44.54	51.64
2001-4000 hours	16.20	14.92	5.00	1.60 ^a	1.52	.45	8	39.69	47.79	47.79	55.89
4001-6000 hours	18.20	14.92	5.00	1.85 ^a	1.52	.45	8	41.94	51.04	51.04	60.14
Over 6000 hours and thereafter at journeyman rates											

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^e Includes \$0.60 for Apprentice Program Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Group I

Warehouseman and Teamster

Group II

Driver of Vehicle or Combination of Vehicles - 2 axles
Traffic Control Pilot Car, excluding moving heavy equipment permit load
Truck Mounted Power Broom

Group III

Driver of Vehicle or Combination of Vehicles - 3 axles
Bootman
Cement Mason Distribution Truck
Fuel Truck Driver
Water Truck - 2 axles
Dump Truck of less than 16 yards water level
Erosion Control Driver

Group IV

Driver of Transit Mix Truck-Under 3 yds
Dumpcrete Truck Less than 6 1/2 yards water level
Truck Repairman Helper

Group V

Water Truck 3 or more axles
Warehouseman Clerk
Working Truck Driver
Truck Greaser and Tireman - \$0.50 additional for Tireman
Pipeline and Utility Working Truck Driver, including
Winch Truck and Plastic Fusion, limited to Pipeline and
Utility Work
Slurry Truck Driver

Group VI

Driver of Transit Mix Truck - 3 yds or more
Dumpcrete Truck 6 1/2 yds water level and over
Driver of Vehicle or Combination of Vehicles - 4 or more axles
Driver of Oil Spreader Truck
Dump Truck 16 yds to 25 yds water level
Side Dump Trucks
Flow Boy Dump Trucks

Group VII

A Frame, Swedish Crane or Similar
Forklift Driver
Ross Carrier Driver

Group VIII

Dump Truck of 25 yds to 49 yards water level
Truck Repairman
Water Pull Single Engine
Welder

Group IX

Truck Repairman Welder
Low Bed Driver, 9 axles or over

Group X

Water Pull Single Engine with attachment
Dump Truck and Articulating - 50 yards or more water level

Group XI

Water Pull Twin Engine
Water Pull Twin Engine with attachments
Winch Truck Driver - \$0.25 additional when operating a Winch or similar special attachments

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER (SPECIAL SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training ^e	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
Group I	28.74	16.02	5.00	2.70 ^a	1.52	.45	8	54.43	68.80	68.80	83.17
Group II	28.89	16.02	5.00	2.70 ^a	1.52	.45	8	54.58	69.025	69.025	83.47
Group III	29.02	16.02	5.00	2.70 ^a	1.52	.45	8	54.71	69.22	69.22	83.73
Group IV	29.21	16.02	5.00	2.70 ^a	1.52	.45	8	54.90	69.505	69.505	84.11
Group V	29.24	16.02	5.00	2.70 ^a	1.52	.45	8	54.93	69.55	69.55	84.17
Group VI	29.27	16.02	5.00	2.70 ^a	1.52	.45	8	54.96	69.595	69.595	84.23
Group VII	29.52	16.02	5.00	2.70 ^a	1.52	.45	8	55.21	69.97	69.97	84.73
Group VIII	29.77	16.02	5.00	2.70 ^a	1.52	.45	8	55.46	70.345	70.345	85.23
Group IX	29.97	16.02	5.00	2.70 ^a	1.52	.45	8	55.66	70.645	70.645	85.63
Group X	30.27	16.02	5.00	2.70 ^a	1.52	.45	8	55.96	71.095	71.095	86.23
Group XI	30.77	16.02	5.00	2.70 ^a	1.52	.45	8	56.46	71.845	71.845	87.23
Subjourneyman ^b											
0-2000 hours	14.20	14.92	5.00	1.35 ^a	1.52	.45	8	37.44	44.54	44.54	51.64
2001-4000 hours	16.20	14.92	5.00	1.60 ^a	1.52	.45	8	39.69	47.79	47.79	55.89
4001-6000 hours	18.20	14.92	5.00	1.85 ^a	1.52	.45	8	41.94	51.04	51.04	60.14
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^e Includes \$0.60 for Apprentice Program Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER (SECOND SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training ^f	Other Payments	Hours ^d	Total Hourly Rate	Daily ^e	Saturday ^e	Sunday/ Holiday
Group I	29.24	16.02	5.00	2.70 ^a	1.52	.45	8	54.93	69.55	69.55	84.17
Group II	29.39	16.02	5.00	2.70 ^a	1.52	.45	8	55.08	69.775	69.775	84.47
Group III	29.52	16.02	5.00	2.70 ^a	1.52	.45	8	55.21	69.97	69.97	84.73
Group IV	29.71	16.02	5.00	2.70 ^a	1.52	.45	8	55.40	70.255	70.255	85.11
Group V	29.74	16.02	5.00	2.70 ^a	1.52	.45	8	55.43	70.30	70.30	85.17
Group VI	29.77	16.02	5.00	2.70 ^a	1.52	.45	8	55.46	70.345	70.345	85.23
Group VII	30.02	16.02	5.00	2.70 ^a	1.52	.45	8	55.71	70.72	70.72	85.73
Group VIII	30.27	16.02	5.00	2.70 ^a	1.52	.45	8	55.96	71.095	71.095	86.23
Group IX	30.47	16.02	5.00	2.70 ^a	1.52	.45	8	56.16	71.395	71.395	86.63
Group X	30.77	16.02	5.00	2.70 ^a	1.52	.45	8	56.46	71.845	71.845	87.23
Group XI	31.27	16.02	5.00	2.70 ^a	1.52	.45	8	56.96	72.595	72.595	88.23
Subjourneyman ^b											
0-2000 hours	14.20	14.92	5.00	1.35 ^a	1.52	.45	8	37.44	44.54	44.54	51.64
2001-4000 hours	16.20	14.92	5.00	1.60 ^a	1.52	.45	8	39.69	47.79	47.79	55.89
4001-6000 hours	18.20	14.92	5.00	1.85 ^a	1.52	.45	8	41.94	51.04	51.04	60.14
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d The third shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

^e Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^f Includes \$0.60 for Apprentice Program Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Other Training Payments	Hours		Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X	
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$33.30	7.77	8.24	6.68 ^b	0.64	0.27	8	56.90	73.550 ^c	73.550 ^c	90.20
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$33.42	7.77	8.24	6.68 ^b	0.64	0.27	8	57.02	73.730 ^c	73.730 ^c	90.44
Floating and Troweling Machine Operator	\$33.55	7.77	8.24	6.68 ^b	0.64	0.27	8	57.15	73.925 ^c	73.925 ^c	90.70

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

^b Includes an amount for supplemental dues.

^c Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # PARKING AND HIGHWAY IMPROVEMENT
(STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)**

DETERMINATION: SC-23-102-6-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: July 2, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	6th & 7th Day 1 1/2X	Holiday 2X

CLASSIFICATION GROUPS

Group 1	\$34.86	\$7.06	\$3.95	\$4.81 ^a	\$1.21	\$0.56	8	^b \$52.45	\$69.880	^c \$69.880	\$87.31
Group 2	36.16	7.06	3.95	4.81 ^a	1.21	0.56	8	^b 53.75	71.830	^c 71.830	89.91
Group 3	38.17	7.06	3.95	4.81 ^a	1.21	0.56	8	^b 55.76	74.845	^c 74.845	93.93
Group 4	39.91	7.06	3.95	4.81 ^a	1.21	0.56	8	^b 57.50	77.455	^c 77.455	97.41

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

^c The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS:

Group 1

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds)
Installation of carstops
Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience
Asphalt Repair
Equipment Repair Technician

Group 2

Traffic Surface Abrasive Blaster
Pot Tender
Traffic Control Person/Certified Traffic Control Person
Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal
Slurry Seal Squeegeeman (finisher)

Group 3

Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Marking Applicator
Slurry Seal Applicator Operator (Line Driver)
Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment

Group 4

Traffic Striping Applicator
Slurry Seal Mixer Operator
Power Broom Sweeper (operation of all related machinery and equipment)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)

DETERMINATION: SC-102-1184-1-2016-1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: July 2, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Other Payments	Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Hours		Total Hourly Rate	Daily 1 1/2x	Saturday ^b 1 1/2x	Sunday/ Holiday 2x	
GROUP I												
(Drilling Crew Laborer)	\$33.65	\$7.06	\$3.35	\$3.12	\$0.40	\$0.92	8	\$48.50	65.325	65.325	\$82.15	
GROUP II												
(Vehicle Operator/Hauler)	\$33.82	\$7.06	\$3.35	\$3.12	\$0.40	\$0.92	8	\$48.67	65.580	65.580	\$82.49	
GROUP III												
(Horizontal Directional Drill Operator)	\$35.67	\$7.06	\$3.35	\$3.12	\$0.40	\$0.92	8	\$50.52	68.355	68.355	\$86.19	
GROUP IV												
(Electronic Tracking Locator)	\$37.67	\$7.06	\$3.35	\$3.12	\$0.40	\$0.92	8	\$52.52	71.355	71.355	\$90.19	

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: SC-23-63-2-2016-2D

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$42.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$68.52	\$89.835	\$89.835	\$111.15
Group 2	\$44.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.30	\$92.505	\$92.505	\$114.71
Group 3	\$46.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.30	\$95.505	\$95.505	\$118.71

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TTRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SPECIAL SHIFT)

DETERMINATION: SC-23-63-2-2016-2D1

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$43.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.02	\$90.585	\$90.585	\$112.15
Group 2	\$44.91	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.80	\$93.255	\$93.255	\$115.71
Group 3	\$46.91	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.80	\$96.255	\$96.255	\$119.71

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (MULTI-SHIFT)

DETERMINATION: SC-23-63-2-2016-2D2

Issue Date: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (d)	Total Hourly Rate	Daily (b) 1 1/2X	Saturday (c) 1 1/2X	Sunday/ Holiday 2X
Classification Groups											
Group 1	\$43.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.52	\$91.335	\$91.335	\$113.15
Group 2	\$45.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.30	\$94.005	\$94.005	\$116.71
Group 3	\$47.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.30	\$97.005	\$97.005	\$120.71

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

10H

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$41.85	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$67.74	\$88.665	\$88.665	\$109.59
Group 2	\$42.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$68.52	\$89.835	\$89.835	\$111.15
Group 3	\$42.92	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$68.81	\$90.270	\$90.270	\$111.73
Group 4	\$44.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.30	\$92.505	\$92.505	\$114.71
Group 6	\$44.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.52	\$92.835	\$92.835	\$115.15
Group 8	\$44.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.63	\$93.000	\$93.000	\$115.37
Group 10	\$44.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.75	\$93.180	\$93.180	\$115.61
Group 12	\$45.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.92	\$93.435	\$93.435	\$115.95
Group 13	\$45.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.02	\$93.585	\$93.585	\$116.15
Group 14	\$45.16	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.05	\$93.630	\$93.630	\$116.21
Group 15	\$45.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.13	\$93.750	\$93.750	\$116.37
Group 16	\$45.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.25	\$93.930	\$93.930	\$116.61
Group 17	\$45.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.42	\$94.185	\$94.185	\$116.95
Group 18	\$45.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.52	\$94.335	\$94.335	\$117.15
Group 19	\$45.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.63	\$94.500	\$94.500	\$117.37
Group 20	\$45.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.75	\$94.680	\$94.680	\$117.61
Group 21	\$46.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.92	\$94.935	\$94.935	\$117.95
Group 22	\$46.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.02	\$95.085	\$95.085	\$118.15
Group 23	\$46.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.13	\$95.250	\$95.250	\$118.37
Group 24	\$46.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.25	\$95.430	\$95.430	\$118.61
Group 25	\$46.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.42	\$95.685	\$95.685	\$118.95

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DETERMINATION: SC-23-63-2-2016-2

CLASSIFICATIONS:

GROUP 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, 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
Heavy Duty Repairman Helper
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
RJU Side Dump Jack
Rotary Drill Helper (Oilfield)
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
(Skid Steer, with all
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
(ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
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)
Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator – drilling depth of 30’ maximum
(above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6ft.)
Vacuum or Muck Truck

GROUP 5 (for multi-shift rate, see page 9B)

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 Placer Operator
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer
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 (including water wells)
Force Feed Loader

Hydraulic Casing Oscillator Operator – drilling depth of 45’ maximum
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 Operator (below ground)
Pavement Breaker Operator
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving 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 yds. 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
Volume Mixer Operator
Welder – General

GROUP 7 (for multi-shift rate, see page 9B)

Welder – General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)
Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)

Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Barrier Rail Mover (BTM Series 200 or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler
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
Excavator Track/Rubber-Tired (Operating Weight 21,000 lbs - 100,000 lbs)
Global Positioning System/GPS (or Technician)
Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator – drilling depth of 60’ maximum
Hydraulic Operated Grout Plant (excludes hand loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Lo Drill
Operator
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Hydro-Ax
Pumpcrete Gun Operator

Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information
regarding this classification)
Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (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 (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 (CMI, Envirotech or Similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
Speed Swing Operator
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator

DETERMINATION: SC-23-63-2-2016-2

GROUP 8 CONT.

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 6ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

GROUP 9 (for multi-shift rate, see page 9B)

Heavy Duty Repairman (Multi-Shift)

GROUP 10

Backhoe Operator (over 5 cu. yds. M.R.C.)

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

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

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.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

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.)

Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

GROUP 11 (for multi-shift rate, see page 9B)

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder – Certified (Multi-Shift)

GROUP 12

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

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)

Excavator Track/Rubber Tired (Operating Weight 100,000 lbs. - 200,000 lbs)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator - less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Moving Equipment

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 the Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 14

Canal Liner Operator

Canal Trimmer 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 300' maximum)

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

GROUP 15

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, ateh 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 Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive fifty cents (50¢) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

GROUP 16

Excavator Track/Rubber Tired (Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the 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 the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, 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

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, ateh 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 engines, up to and including 25 yds. struck)

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)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types)

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, ateh 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 Equipment 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

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Special Shift)

DETERMINATION: SC-23-63-2-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$42.35	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$68.24	\$89.415	\$89.415	\$110.59
Group 2	\$43.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.02	\$90.585	\$90.585	\$112.15
Group 3	\$43.42	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.31	\$91.020	\$91.020	\$112.73
Group 4	\$44.91	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$70.80	\$93.255	\$93.255	\$115.71
Group 6	\$45.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.02	\$93.585	\$93.585	\$116.15
Group 8	\$45.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.13	\$93.750	\$93.750	\$116.37
Group 10	\$45.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.25	\$93.930	\$93.930	\$116.61
Group 12	\$45.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.42	\$94.185	\$94.185	\$116.95
Group 13	\$45.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.52	\$94.335	\$94.335	\$117.15
Group 14	\$45.66	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.55	\$94.380	\$94.380	\$117.21
Group 15	\$45.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.63	\$94.500	\$94.500	\$117.37
Group 16	\$45.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.75	\$94.680	\$94.680	\$117.61
Group 17	\$46.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.92	\$94.935	\$94.935	\$117.95
Group 18	\$46.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.02	\$95.085	\$95.085	\$118.15
Group 19	\$46.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.13	\$95.250	\$95.250	\$118.37
Group 20	\$46.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.25	\$95.430	\$95.430	\$118.61
Group 21	\$46.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.42	\$95.685	\$95.685	\$118.95
Group 22	\$46.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.52	\$95.835	\$95.835	\$119.15
Group 23	\$46.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.63	\$96.000	\$96.000	\$119.37
Group 24	\$46.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.75	\$96.180	\$96.180	\$119.61
Group 25	\$47.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.92	\$96.435	\$96.435	\$119.95

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Multi-Shift)

DETERMINATION: SC-23-63-2-2016-2

ISSUE DATE: August 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$42.85	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$68.74	\$90.165	\$90.165	\$111.59
Group 2	\$43.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.52	\$91.335	\$91.335	\$113.15
Group 3	\$43.92	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$69.81	\$91.770	\$91.770	\$113.73
Group 4	\$45.41	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.30	\$94.005	\$94.005	\$116.71
Group 5	\$45.51	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.40	\$94.155	\$94.155	\$116.91
Group 6	\$45.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.52	\$94.335	\$94.335	\$117.15
Group 7	\$45.73	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.62	\$94.485	\$94.485	\$117.35
Group 8	\$45.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.63	\$94.500	\$94.500	\$117.37
Group 9	\$45.84	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.73	\$94.650	\$94.650	\$117.57
Group 10	\$45.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.75	\$94.680	\$94.680	\$117.61
Group 11	\$45.96	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.85	\$94.830	\$94.830	\$117.81
Group 12	\$46.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$71.92	\$94.935	\$94.935	\$117.95
Group 13	\$46.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.02	\$95.085	\$95.085	\$118.15
Group 14	\$46.16	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.05	\$95.130	\$95.130	\$118.21
Group 15	\$46.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.13	\$95.250	\$95.250	\$118.37
Group 16	\$46.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.25	\$95.430	\$95.430	\$118.61
Group 17	\$46.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.42	\$95.685	\$95.685	\$118.95
Group 18	\$46.63	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.52	\$95.835	\$95.835	\$119.15
Group 19	\$46.74	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.63	\$96.000	\$96.000	\$119.37
Group 20	\$46.86	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.75	\$96.180	\$96.180	\$119.61
Group 21	\$47.03	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$72.92	\$96.435	\$96.435	\$119.95
Group 22	\$47.13	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.02	\$96.585	\$96.585	\$120.15
Group 23	\$47.24	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.13	\$96.750	\$96.750	\$120.37
Group 24	\$47.36	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.25	\$96.930	\$96.930	\$120.61
Group 25	\$47.53	\$11.45	\$9.65	\$3.45	\$0.95	\$0.39	8	\$73.42	\$97.185	\$97.185	\$120.95

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: IMPERIAL COUNTY
DETERMINATION: IMP-2016-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# BRICKLAYER:	2/22/2016	10/31/2016**	A 42.360	8.500	7.940	-	B 0.850	0.100	C 8.0	59.750	D 80.930	D 80.930	102.110	
MASON FINISHER	2/22/2016	10/31/2016*	A 32.430	8.500	7.940	-	B 0.750	0.100	C 8.0	49.720	D 65.930	D 65.930	82.150	
# E BRICK TENDER	8/22/2016	06/30/2017**	30.520	7.060	6.750	F 4.100	0.650	0.470	C 8.0	49.550	64.810	64.810	80.070	
# BRICK TENDER:														
FORKLIFT OPERATOR	8/22/2016	06/30/2017**	30.970	7.060	6.750	F 4.100	0.650	0.470	C 8.0	50.000	65.490	65.490	80.970	
# CARPET LAYER:														
RESILIENT TILE LAYER	2/22/2016	06/30/2016*	26.770	6.000	6.380	0.700	0.450	0.150	8.0	40.450	G 53.830	H 53.830	67.220	
# DRYWALL FINISHER														
DRYWALL FINISHER	2/22/2016	09/30/2016*	I 36.180	7.950	5.130	3.070	0.670	0.470	8.0	53.470	J 71.560	J 71.560	89.650	
# ELECTRICIAN:														
INSIDE WIREMAN, TECHNICIAN	8/22/2016	09/30/2016**	42.250	6.910	K 4.350	-	0.870	0.240	8.0	55.890	L 77.650	L 77.650	99.410	
CABLE SPLICER	8/22/2016	09/30/2016**	43.000	6.910	K 4.350	-	0.870	0.240	8.0	56.660	L 78.810	L 78.810	100.950	
TUNNEL WIREMAN	8/22/2016	09/30/2016**	47.530	6.910	K 4.350	-	0.870	0.240	8.0	61.330	L 85.800	L 85.800	110.280	
TUNNEL CABLE SPLICER	8/22/2016	09/30/2016**	48.280	6.910	K 4.350	-	0.870	0.240	8.0	62.100	L 86.960	L 86.960	111.830	
INSIDE WIREMAN, TECH. FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2016	09/30/2016**	45.250	6.910	K 4.350	-	0.870	0.240	8.0	58.980	L 82.280	L 82.280	105.580	
CABLE SPLICER FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2016	09/30/2016**	46.000	6.910	K 4.350	-	0.870	0.240	8.0	59.750	L 83.440	L 83.440	107.130	
TUNNEL WIREMAN FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2016	09/30/2016**	50.530	6.910	K 4.350	-	0.870	0.240	8.0	64.420	L 90.440	L 90.440	116.460	
TUNNEL CABLE SPLICER FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2016	09/30/2016**	51.280	6.910	K 4.350	-	0.870	0.240	8.0	65.190	L 91.600	L 91.600	118.010	
SOUND AND SIGNAL TECHNICIAN	8/22/2016	06/04/2017**	30.220	6.910	K 3.620	-	0.810	0.110	8.0	42.580	G 58.140	M 58.140	73.700	
STREETLIGHTING, TRAFFIC SIGNAL, UNDERGROUND SYSTEMS	2/22/2016	09/30/2016*	29.500	5.670	K 1.500	-	0.250	0.170	8.0	37.980	53.180	53.180	68.370	
N JOURNEYMAN TECHNICIAN GRADE 1														
N TECH GRADE 2	2/22/2016	09/30/2016*	24.650	5.670	K 1.500	-	0.250	0.170	8.0	32.980	45.670	45.670	58.360	
N TECH GRADE 3	2/22/2016	09/30/2016*	22.500	5.670	K 1.500	-	0.250	0.170	8.0	30.770	42.360	42.360	53.950	
N TECH GRADE 4	2/22/2016	09/30/2016*	16.000	5.670	K -	-	0.250	0.170	8.0	22.570	30.810	30.810	39.050	
N TECH GRADE 5	2/22/2016	09/30/2016*	13.500	5.670	K -	-	0.250	0.170	8.0	19.990	26.950	26.950	33.900	
# FIELD SURVEYOR:														
O CHIEF OF PARTY (018.167-010)	2/22/2016	09/30/2016*	44.810	11.200	9.650	F 4.150	0.900	0.150	8.0	70.860	P 93.260	P 93.260	115.670	
O INSTRUMENTMAN (018.167-034)	2/22/2016	09/30/2016*	42.310	11.200	9.650	F 4.150	0.900	0.150	8.0	68.360	P 89.510	P 89.510	110.670	
O CHAINMAN/RODMAN (869.567-010)	2/22/2016	09/30/2016*	41.730	11.200	9.650	F 4.150	0.900	0.150	8.0	67.780	P 88.650	P 88.650	109.510	
# GLAZIER	2/22/2016	09/30/2016**	I 40.800	7.780	9.300	-	0.580	0.350	Q 8.0	58.810	R 79.210	R 79.210	99.610	
# MARBLE FINISHER	8/22/2016	05/31/2017*	S 29.200	9.250	2.830	-	0.850	0.330	T 8.0	42.460	U 57.060	V 57.060	W 71.660	
# PAINTER														
X INDUSTRIAL PAINTER	8/22/2016	06/30/2017**	A 32.520	8.050	3.040	1.550	0.700	0.910	8.0	46.770	Y 63.030	Y 63.030	Y 63.030	
# PAINTER:														
X PAINTER, LEAD ABATEMENT	8/22/2016	06/30/2017**	A 31.120	8.050	3.040	1.550	0.600	0.910	8.0	45.270	Y 60.830	Y 60.830	Y 60.830	
X REPAINT PAINTER, LEAD ABATEMENT	8/22/2016	06/30/2017**	A 27.590	8.050	3.040	1.550	0.600	0.910	8.0	41.740	Z 55.540	Z 55.540	Z 55.540	
X INDUSTRIAL REPAINT PAINTER	8/22/2016	06/30/2017**	A 28.840	8.050	3.040	1.550	0.700	0.910	8.0	43.090	Z 57.510	Z 57.510	Z 57.510	

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: IMPERIAL COUNTY
DETERMINATION: IMP-2016-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# PLASTERER	8/22/2016	08/01/2017**	34.410	9.130	4.210	AA 5.580	0.630	0.990	AB 8.0	54.950	Y 72.150	AC 72.150	89.360	
# AD PLASTER TENDER	8/22/2016	08/01/2017**	34.150	7.060	6.150	AA 5.050	1.020	1.020	8.0	54.450	AE 71.530	AF 71.530	88.600	
PLASTER CLEAN-UP LABORER	8/22/2016	08/01/2017**	31.600	7.060	6.150	AA 5.050	1.020	1.020	8.0	51.900	AE 67.700	AF 67.700	83.500	
# PLUMBER:														
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2016	06/30/2017**	S 44.160	8.160	AG 11.400	AH 3.030	1.850	AI 1.100	8.0	69.700	AJ 92.500	AJ 92.500	113.780	
SEWER AND STORM DRAIN PIPELAYER	8/22/2016	06/30/2017**	S 33.870	8.050	AG 8.550	AH 1.000	1.580	AI 1.100	8.0	54.150	70.790	AK 70.790	86.920	
SEWER AND STORM DRAIN PIPE TRADESMAN	8/22/2016	06/30/2017**	S 17.410	8.050	0.380	-	1.010	AI 0.950	8.0	27.800	35.710	AK 35.710	43.610	
SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	8/22/2016	06/30/2017**	S 42.700	8.160	AG 11.090	AH 3.030	1.180	AI 1.100	8.0	67.260	89.330	AM 89.330	AN 109.880	
LANDSCAPE/IRRIGATION FITTER	8/22/2016	06/30/2017**	S 28.340	8.160	AG 11.400	AH 2.490	1.240	AI 0.900	AK 8.0	52.530	67.950	67.950	82.120	
AO LANDSCAPE/IRRIGATION TRADESMAN	8/22/2016	06/30/2017*	S 14.110	2.000	AG 0.880	-	0.100	AI 0.850	AK 8.0	17.940	25.000	25.000	32.050	
FIRE SPRINKLER FITTER	8/22/2016	09/30/2016*	& 10.000	8.770	11.060	-	0.450	-	8.0	30.280	AP 35.280	AP 35.280	AP 35.280	
# ROOFER	8/22/2016	06/30/2017*	AQ 27.730	6.000	1.620	-	0.300	-	8.0	35.650	49.150	AR 49.150	W 62.650	
PITCH WORK	8/22/2016	06/30/2017*	AQ 29.230	6.000	1.620	-	0.300	-	8.0	37.150	51.400	AR 51.400	W 65.650	
# SHEET METAL WORKER (HVAC)	8/22/2016	06/30/2017**	A 36.860	AS 8.220	AT 15.550	-	AU 0.780	AV 0.540	AK 8.0	61.950	AJ 80.380	AJ 80.380	98.810	
AW SHEET METAL TECHNICIAN	8/22/2016	06/30/2017*	A 27.680	AS 5.570	AT 1.250	-	AU 0.730	AV 0.490	AK 8.0	35.720	AJ 49.560	AJ 49.560	63.400	
AX UTILITY WORKER	8/22/2016	06/30/2017*	13.000	AS 5.170	AY -	-	AU 0.450	AV 0.490	AK 8.0	19.110	AJ 25.610	AJ 25.610	32.110	
# TERRAZZO FINISHER	8/22/2014	08/31/2015*	I 27.530	7.510	3.270	AZ -	0.490	0.120	AK 8.0	38.920	U 52.690	V 52.690	W 66.450	
# TERRAZZO WORKER	8/22/2014	08/31/2015*	I 34.570	8.300	3.270	AZ -	0.570	0.120	AK 8.0	46.830	U 64.110	V 64.110	W 81.400	
# TILE FINISHER	8/22/2016	05/31/2016*	S 24.530	8.430	1.890	-	0.760	0.280	T 8.0	35.890	U 48.160	V 48.160	W 60.420	
# TILE LAYER	8/22/2016	05/31/2016*	S 35.890	9.250	6.030	-	0.960	0.370	T 8.0	52.500	U 70.440	V 70.440	W 88.390	

[FOOTNOTES](#)

Appendix C

FHWA Required Federal Contract Provisions

NOTES

Note 1: All the forms provided under this **Appendix C** must be filled, initialed, and submitted along with-and-as part of the Bid Proposal Documents.

Note 2: The “Standard Specifications” being referenced on the information and the forms provided under this **Appendix C**, are the latest edition of “CALTRANS Standard Specifications”.

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)
BID NO. 2016-07
Project Number: 153HSIP4-11-007

FHWA 1273 CERTIFICATION

The bidder, under penalty of perjury, certifies that, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by subcontract. The unmodified Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

Name of Contractor

Address

Signature: _____

Date: _____

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
 (For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)	2
A. DBE COMMITMENT SUBMITTAL	2
B. GOOD FAITH EFFORTS SUBMITTAL	3
C. EXHIBIT 15-G - CONSTRUCTION CONTRACT DBE COMMITMENT	4
D. SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS	4
E. PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES	4
2. BID OPENING	5
3. BID RIGGING	5
4. CONTRACT AWARD	5
5. CONTRACTOR LICENSE	5
6. CHANGED CONDITIONS	6
A. DIFFERING SITE CONDITION	6
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER	6
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK	6
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	7
8. BUY AMERICA	7
FURNISH STEEL AND IRON MATERIALS TO BE INCORPORATED INTO THE WORK WITH CERTIFICATES OF COMPLIANCE. STEEL AND IRON MATERIALS MUST BE PRODUCED IN THE U.S. EXCEPT	7
9. QUALITY ASSURANCE	8
10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	8
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS	9
12. FEMALE AND MINORITY GOALS	18
13. FEDERAL TRAINEE PROGRAM	19
14. TITLE VI ASSURANCE	21
15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)	22

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. *Exhibit 15-G - Construction Contract DBE Commitment*

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. *Subcontractor and Disadvantaged Business Enterprise Records*

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. *Performance of Disadvantaged Business Enterprises*

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis

cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Imperial.

This work shall be diligently prosecuted to completion before the expiration of 60 CALENDAR DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Imperial, the sum of \$1,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1)) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2)) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3)) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2)) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3)) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4)) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2)) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3)) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4)) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1)) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2)) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3)) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4)) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1)) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3)) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

179	Fresno-Bakersfield, CA	19.1	
	SMSA Counties:		
	0680 Bakersfield, CA		
	CA Kern		
180	2840 Fresno, CA	26.1	
	CA Fresno	23.6	
	Non-SMSA Counties:		
	CA Kings; CA Madera; CA Tulare		
	181	Los Angeles, CA:	11.9
		SMSA Counties:	
		0360 Anaheim-Santa Ana-Garden Grove, CA	
		CA Orange	
4480 Los Angeles-Long Beach, CA		28.3	
CA Los Angeles		21.5	
6000 Oxnard-Simi Valley-Ventura, CA			
CA Ventura			
6780 Riverside-San Bernardino-Ontario, CA		19.0	
CA Riverside; CA San Bernardino		19.7	
7480 Santa Barbara-Santa Maria-Lompoc, CA			
CA Santa Barbara			
Non-SMSA Counties	24.6		
CA Inyo; CA Mono; CA San Luis Obispo			
181	San Diego, CA:	16.9	
	SMSA Counties		
	7320 San Diego, CA		
	CA San Diego		
	Non-SMSA Counties		18.2
CA Imperial			

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Imperial:

-
1. Number of apprentices or trainees to be trained for each classification
 2. Training program to be used
 3. Training starting date for each classification

Obtain the City of Imperial approval for this submitted information before you start work. The City of Imperial credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Imperial and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Imperial reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

To the CITY of IMPERIAL
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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:

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="right">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

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

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original subcontracting request (Exhibit 16-B) in accordance with contract specifications. After approval, the RE returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

This form is not be used for substitutions of subcontractors and DBEs.

Appendix D

Construction Project Plans

Appendix E

Project Environmental Conditions

CITY OF IMPERIAL

PROJECT ENVIRONMENTAL CONDITIONS

FOR

New Traffic Signal Light and Intersection Improvements at SR-86 and Neckel Road
FEDERAL AID PROJECT # HSIP-5134(013)

BID NO. 2016-07

Project Number: 153HSIP4-11-007

The following conditions must be adhered to by the CONTRACTOR and the City:

Hazardous Waste

If yellow paint striping or yellow thermoplastic paint stripe is to be removed by itself as part of the scope of the subject project, it should be removed in accordance with Standard Specification (SSP) 15-2.02C(2)

Non-hazardous concentrations of lead chromate may be present in the paint material. A Lead Compliance Plan shall be prepared for conducting the paint removal activities. The Lead Compliance Plan shall describe proper handling methods of the paint material and shall provide information regarding limiting exposure to lead chromate containing paint materials. The material shall be properly disposed depending upon test results for lead.

Air Quality

1. Minimize land disturbance
2. Use watering trucks to minimize dust; watering should be sufficient to confine dust plumes to the project work areas.
3. Suspend grading and earth moving when wind gusts exceed 25 mph unless the soil is wet enough to prevent dust plumes
4. Stabilize the surface of inactive stockpiles
5. Limit vehicular paths on unpaved surfaces and stabilize any temporary roads.
6. Minimize unnecessary vehicular and machinery activities.
7. Street Sweeping shall be conducted where sediment is tracked from the job site onto paved roads, and shall be performed immediately after soil disturbing activities occur or offsite tracking of material is observed.
8. Re-vegetate disturbed land, including vehicular paths created during construction to avoid future off-road vehicular activities.
9. Locate construction equipment and truck staging and maintenance areas as far as feasible and nominally downwind of schools, active recreation areas, and other areas of high population density.

Biology

No mitigation for burrowing or foraging burrowing owls is required because no burrows or foraging area will be removed. Active and occupied burrows will be sheltered in place to protect from construction activities. The following measures for avoidance shall be implemented to ensure that potential accidental impacts are avoided.

1. Under the protocol of CDFW 2012 Memo, a new burrowing owl survey will be required at least 14 days prior to construction and a second survey 1 day prior to construction. If construction is planned between the dates of February 1 through August 31, a nesting bird survey 3-7 days prior to construction is required to prevent violation of the Migratory Bird Treaty Act. Any nesting birds found will be protected with a barrier (distance dependent upon species) therefore no permit will be necessary. If this technique is employed, it is recommended that the sheltered area be monitored weekly by a qualified biologist or daily when construction is within 160 feet (non-breeding season) or 250 feet (breeding season) of shelter. Avoidance and minimization measures would be subject to approval of CDFW.

A. Burrowing owl and nesting bird worker training should be given to construction workers prior to start of work.

B. All construction will be done using BMPs and with California air pollution compliant equipment.

C. No construction staging near occupied burrows unless sheltered in place under the guidance of a qualified biologist.

D. Preferable timing of construction would be September through January 31.

E. All work will be limited to existing paved area, no shoulder access/staging.

2. Areas outside of the project footprint will be designated as an "Environmentally Sensitive Area" (EAS) on project plans. No project-related activities will take place there.

Cultural Resources

The Dahlia Lateral 8 headwall will be relocated north of its current location, but shall be made to look identical in appearance. The concrete-lined lateral will also be subject to replacement of a small section of concrete to accommodate the underground pipeline installation. The concrete will be replaced and made to match identical in appearance.