

CITY OF IMPERIAL
Imperial, California

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

**Aten Blvd. Phase III Rehabilitation and Reconstruction
from Cross Ave to Dogwood Road**

FEDERAL AID PROJECT # RSTP-5134(018)
BID NO. 2015-09
MPO ID: IMP 120609

Prepared By:

BJ ENGINEERING & SURVEYING, INC.
341 West Crown Court, Suite 100
Imperial, CA 92251

and

Pro Terra, Engineering & Surveying
444 South Eight Street, Suite "D"
El Centro, CA 92243

For:

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

July 2015

**Aten Blvd. Phase III Rehabilitation and Reconstruction
from Cross Ave to Dogwood Road**

**PROJECT # RSTP-5134(018) / IMP 120609
BID NO. 2015-09**



Prepared Under the Direct Supervision and Approved by:

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line and another stylized 'A'.

**Jose J. Avila, R.C.E. #66,706 Expiration Date 09/30/16
BJ Engineering & Surveying**

CITY OF IMPERIAL

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from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP120609
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Note 1: The forms provided under this **Appendix C** must be filled, signed, initialed and submitted with-and-as part of the Proposal Documents listed above, and as part of the Contract Agreement.

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(5) Sheets 24” x 36” Titled:
“East Aten Blvd. Rehabilitation Phase 3, from Cross Rd to Dogwood Rd. Federal Aid
Project No. RSTP 5134 (018)”
Prepared by: BJ Engineering & Surveying Inc.

CITY OF IMPERIAL

NOTICE INVITING SEALED BIDS

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

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 3:00 P.M. Tuesday, August 18, 2015, 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, August 07, 2015 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 road rehabilitation improvements along Aten Road between Cross Ave. and Dogwood Road, consisting of the following scope of work: grinding existing AC pavement, HMA leveling course, ARAM overlay, ARHM overlay, Type II slurry, new HMA Type HS pavement areas on sections of the road, new pavement striping, utility adjustments, and, road traffic control.

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 D. 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 14%, 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; **ATTN: CITY CLERK: SEALED BID FOR:**

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

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 contractors license(s) sufficient to perform the work.

Dated this _____ day of _____, 2015.

By: _____
Debra Jackson – City Clerk

City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251
(760) 355-4373

CITY OF IMPERIAL

INSTRUCTIONS TO BIDDERS

FOR

Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09

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 and initialed. 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.

DBE/UDBE GOOD FAITH EFFORTS

The Bidders advertisements and/or publications requesting bids from DBE / UDBE Subcontractor's, shall be not less than 10 calendar days before the bid opening date.

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:
Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

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

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

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: _____, 2015

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

Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09

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 _____, 2015.

(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 _____, 2015.

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 _____, 2015.

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 _____, 2015.

Notary Public _____

CITY OF IMPERIAL

PROPOSAL BID SHEET 1/2

FOR

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

Item No.	Bid Item Description	Units	Estimated Quantity	Unit Price (*)	Amount
1.	Mobilization (a)	LS	1	\$	\$
2.	Traffic Control & Construction Area Signs	LS	1	\$	\$
3.	1.5" Grind – Cold Plane AC / 6' Shoulder (b)	SF	14,916	\$	\$
4.	3/4" Leveling Course: 1/2" Hot Mix Asphalt Type A and SS1h Tack Coat	TON	846	\$	\$
5.	3/8" Asphalt Rubber Aggregate Membrane (ARAM)	SF	280,320	\$	\$
6.	1.5" / 2" Asphalt Rubber Hot Mix (ARHM) Overlay: 1/2" Aggregate / Type Gap Graded (GG)	TON	3,030	\$	\$
7.	Shoulder Transition at Edge of Pavement	LF	6,944	\$	\$
8.	Pavement Striping / raised markers & signage	LS	1	\$	\$
9.	Raise and Adjust Manhole Covers	EA	15	\$	\$
10.	Raise and Adjust Water Valve Covers	EA	4	\$	\$
11.	SWPPP Permit / SWPPP Implementation	EA	1	\$	\$
TOTAL BID PROPOSAL					

(*) The unit price shall include the cost of all items necessary to complete each bid item

(a) See Appendix E Project Environmental Conditions concerning the need of a burrowing owl survey within 14 days of start of construction, nesting bird study 7 days prior start of construction, field training, and other measures.

(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.

CITY OF IMPERIAL

PROPOSAL BID SHEET 2 / 2

FOR

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

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 _____, 2015.

Bidder: _____

By: _____

Title: _____

Subscribed and sworn to this _____ day of _____, 2015.

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

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____ day of _____, 2015, 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 _____, 2015.

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:

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

(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 _____, 2015.

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 2015, 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:

**Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09**

(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 Obligees and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligees'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 _____, 2015.

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 2015, 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

Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents to construct the above stated project.

The work consists generally of: grinding existing AC pavement, placing HMA leveling course, ARAM overlay, ARHM overlay, shoulder transition, new pavement striping, and, raising and adjusting sewer manhole covers and water valve covers.

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 D. Testing and Studies called for on said Appendix D shall be paid by City.

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

LOCATION OF WORK

1. Along Aten Blvd between Cross Ave. and Dogwood Road in the City of Imperial

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 working 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 or structures.

1. Imperial Irrigation District Power: Maricruz Salcedo (760) 339-9493
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) 352-8835
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

Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09

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 before construction begins. Contractor shall protect existing survey monuments.

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 tests 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, according to the City's Quality Assurance Program (QAP).

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 the City's independent commercial testing laboratory, in the general manner indicated in the specifications, with minimum interference with construction operations. The independent commercial testing laboratory shall determine the exact time and location of field sampling and testing, according to the City's Quality Assurance Program (QAP), and, may require such additional sampling and testing as necessary to determine that materials and equipment conforms with data previously furnished by Contractor and to 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 D (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, including City's Quality Assurance Program, City Staff and/or City Consultants designated to the project, etc..

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 **30** working 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 **\$827.00** 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, detour or closure of the project site.

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, detour or restriction to access:

1. City Engineer at 355-1152
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 F.

NOTE: Bituminous Materials using “Terminal Blend” products and/or materials, will not be accepted, neither for the ARAM Interlayer or for the Asphalt Rubber Hot Mix Overlay.

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 F.

Miscellaneous Provisions

TRAFFIC CONTROL

All traffic control for the project shall be in accordance with the Special Provisions and the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the latest edition of the “Construction Area Traffic Control Devices” of CALTRANS Standard Specifications.

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: CA150002 02/13/2015 CA2

Superseded General Decision Number: CA20140002

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015
1	01/16/2015
2	02/13/2015

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 35.44	19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.34	16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 16.95 10.23

 BRCA0004-002 11/01/2014

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.56	15.15

 BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

 BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

 CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut
 sewers or storm drains, on operations in which horizontal
 lagging is used in conjunction with steel H-Beams driven or
 placed in pre- drilled holes, for that portion of a lagged
 trench against which concrete is poured, namely, as a
 substitute for back forms (which work is performed by
 piledrivers): \$0.13 per hour additional.

 CARP0409-002 07/01/2008

	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 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

 CARP0409-008 08/01/2010

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

 ELEC0569-002 12/01/2014

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 40.75	13.10
Tunnel Work.....	\$ 15.75	13.25
Electrician.....	\$ 40.00	13.07
Tunnel Work.....	\$ 45.00	13.22
Electricians: (Electrical contracts of \$500,000 and over)		
Cable Splicer.....	\$ 43.75	13.19
Tunnel Work.....	\$ 48.75	13.34
Electrician.....	\$ 43.00	13.16
Tunnel Work.....	\$ 48.00	13.31

 ELEC0569-005 09/01/2014

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 28.82	3%+10.81
Soundman.....	\$ 23.06	3%+ 9.17

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

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication,

burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

 ELEC0569-006 10/06/2014

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.....	\$ 28.75	3%+7.42
Utility Technician #2.....	\$ 23.90	3%+7.42

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 land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

 ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56

(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

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 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.03	26.785

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 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.05	22.25
GROUP 2.....	\$ 39.83	22.25
GROUP 3.....	\$ 40.12	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.86	22.25
GROUP 6.....	\$ 41.83	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25
GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25

GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25
GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

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 bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar

and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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

ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

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

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler.	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

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

LABO1184-002 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

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

LAB01184-004 07/01/2014

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LAB01414-003 08/07/2013

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 27.45	16.36
PLASTER TENDER.....	\$ 30.00	16.36

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 07/01/2014

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.89	12.28
(2) All Other Work.....	\$ 30.27	12.28

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 10/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.18	15.91

* PAIN0036-013 12/01/2014

	Rates	Fringes
GLAZIER.....	\$ 39.80	17.33

PAIN0036-019 07/01/2014

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	12.75

PLAS0200-004 08/06/2014

	Rates	Fringes
PLASTERER.....	\$ 37.43	13.28

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

PLAS0500-002 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.85	19.55

PLUM0016-008 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER		
El Centro Naval Air Facility.....	\$ 55.21	20.36
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.....\$ 44.71 20.36

Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....\$ 43.33 19.38

Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 34.59 17.71

 PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.....\$ 29.27	29.27	19.75
Sewer & Storm Drain Work....\$ 33.24	33.24	17.13

 ROOF0045-001 07/01/2012

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

 SFCA0669-002 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....\$ 34.10	34.10	19.38

 SHEE0206-002 01/01/2012

	Rates	Fringes
Sheet Metal (TECHNICIAN).....\$ 25.22	25.22	6.69
SHEET METAL WORKER.....\$ 33.05	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 07/01/2014

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....\$ 27.99	27.99	24.14

GROUP 2.....	\$ 28.14	24.14
GROUP 3.....	\$ 28.27	24.14
GROUP 4.....	\$ 28.46	24.14
GROUP 5.....	\$ 28.49	24.14
GROUP 6.....	\$ 28.52	24.14
GROUP 7.....	\$ 28.77	24.14
GROUP 8.....	\$ 29.02	24.14
GROUP 9.....	\$ 29.22	24.14
GROUP 10.....	\$ 29.52	24.14
GROUP 11.....	\$ 30.02	24.14
GROUP 12.....	\$ 30.45	24.14

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.

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

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

Union Rate Identifiers

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

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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

**LOCALITY: IMPERIAL COUNTY
DETERMINATION: IMP-2015-1**

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:	2/22/2015	10/31/2015**	A 40.560	7.900	7.370	-	B 0.820	0.100	C 8.0	56.750	D 77.030	D 77.030	97.310	
MASON FINISHER	2/22/2015	10/31/2015*	A 31.050	7.900	7.370	-	B 0.720	0.100	C 8.0	47.140	D 62.660	D 62.660	78.190	
# E BRICK TENDER	8/22/2014	06/30/2015**	29.120	6.810	6.000	F 3.900	0.650	0.470	C 8.0	46.950	61.510	61.510	76.070	
# BRICK TENDER:														
FORKLIFT OPERATOR	8/22/2014	06/30/2015**	29.570	6.810	6.000	F 3.900	0.650	0.470	C 8.0	47.400	62.180	62.180	76.970	
# CARPET LAYER:														
RESILIENT TILE LAYER	2/22/2015	06/30/2015**	26.770	6.000	5.600	0.700	0.450	0.150	8.0	39.670	G 53.060	H 53.060	66.440	
# DRYWALL FINISHER														
DRYWALL FINISHER	2/22/2015	09/30/2015**	I 35.180	7.550	4.620	3.070	0.670	0.470	8.0	51.560	69.150	J 69.150	86.740	
# ELECTRICIAN:														
INSIDE WIREMAN, TECHNICIAN	2/22/2015	05/31/2015*	40.000	6.630	K 4.350	-	0.890	0.220	8.0	53.290	L 73.890	L 73.890	94.490	
CABLE SPLICER	2/22/2015	05/31/2015*	40.750	6.630	K 4.350	-	0.890	0.220	8.0	54.060	L 75.050	L 75.050	96.040	
TUNNEL WIREMAN	2/22/2015	05/31/2015*	45.000	6.630	K 4.350	-	0.890	0.220	8.0	58.440	L 81.610	L 81.610	104.790	
TUNNEL CABLE SPLICER	2/22/2015	05/31/2015*	45.750	6.630	K 4.350	-	0.890	0.220	8.0	59.210	L 82.770	L 82.770	106.340	
INSIDE WIREMAN, TECH. FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	2/22/2015	05/31/2015*	43.000	6.630	K 4.350	-	0.890	0.220	8.0	56.380	L 78.520	L 78.520	100.670	
CABLE SPLICER FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	2/22/2015	05/31/2015*	43.750	6.630	K 4.350	-	0.890	0.220	8.0	57.150	L 79.680	L 79.680	102.210	
TUNNEL WIREMAN FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	2/22/2015	05/31/2015*	48.000	6.630	K 4.350	-	0.890	0.220	8.0	61.530	L 86.250	L 86.250	110.970	
TUNNEL CABLE SPLICER FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	2/22/2015	05/31/2015*	48.750	6.630	K 4.350	-	0.890	0.220	8.0	62.300	L 87.410	L 87.410	112.510	
SOUND AND SIGNAL TECHNICIAN	8/22/2014	05/31/2015**	28.820	6.630	K 3.400	-	0.810	0.110	8.0	40.630	G 55.480	M 55.480	70.320	
STREETLIGHTING, TRAFFIC SIGNAL, UNDERGROUND SYSTEMS	2/22/2015	10/04/2015**	28.750	5.670	K 1.500	-	0.250	0.170	8.0	37.200	52.010	52.010	66.820	
N JOURNEYMAN TECHNICIAN GRADE 1														
N TECH GRADE 2	2/22/2015	10/04/2015**	23.900	5.670	K 1.500	-	0.250	0.170	8.0	32.210	44.510	44.510	56.820	
N TECH GRADE 3	2/22/2015	10/04/2015**	21.750	5.670	K 1.500	-	0.250	0.170	8.0	29.990	41.200	41.200	52.400	
N TECH GRADE 4	2/22/2015	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	2/22/2015	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)	2/22/2015	09/30/2015**	43.910	11.200	8.550	F 4.150	0.900	0.150	8.0	68.860	P 90.810	P 90.810	112.770	
O INSTRUMENTMAN (018.167-034)	2/22/2015	09/30/2015**	41.410	11.200	8.550	F 4.150	0.900	0.150	8.0	66.360	P 87.060	P 87.060	107.770	
O CHAINMAN/RODMAN (869.567-010)	2/22/2015	09/30/2015**	40.830	11.200	8.550	F 4.150	0.900	0.150	8.0	65.780	P 86.190	P 86.190	106.610	
# GLAZIER	2/22/2015	09/30/2015**	I 39.800	7.780	9.220	-	0.330	0.350	Q 8.0	57.480	R 77.380	R 77.380	97.280	
# MARBLE FINISHER	8/22/2014	05/31/2015**	S 28.450	8.260	2.710	-	0.810	0.230	T 8.0	40.460	U 54.690	V 54.690	W 68.910	
# PAINTER:														
X PAINTER, LEAD ABATEMENT	8/22/2014	06/30/2015**	A 30.270	7.550	3.040	1.050	0.640	0.820	8.0	43.370	Y 58.500	Y 58.500	Y 58.500	
X REPAINT PAINTER, LEAD ABATEMENT	8/22/2014	06/30/2015**	A 26.890	7.550	3.040	1.050	0.640	0.820	8.0	39.990	Z 53.430	Z 53.430	Z 53.430	
X INDUSTRIAL PAINTER	8/22/2014	06/30/2015**	A 31.120	7.550	3.040	1.050	0.690	0.820	8.0	44.270	Y 59.830	Y 59.830	Y 59.830	
X INDUSTRIAL REPAINT PAINTER	8/22/2014	06/30/2015**	A 27.650	7.550	3.040	1.050	0.690	0.820	8.0	40.800	Z 54.630	Z 54.630	Z 54.630	

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-2015-1

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	8/22/2014	08/04/2015**	31.910	8.530	4.210	AA 5.520	0.540	0.990	AB 8.0	51.700	Y 67.650	AC 67.650	83.610	
# AD PLASTER TENDER	8/22/2014	08/04/2015**	31.400	6.810	5.650	AA 5.050	1.020	1.020	8.0	50.950	AE 66.650	AF 66.650	82.350	
PLASTER CLEAN-UP LABORER	8/22/2014	08/04/2015**	28.850	6.810	5.650	AA 5.050	1.020	1.020	8.0	48.400	AE 62.830	AF 62.830	77.250	
# PLUMBER:														
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	2/22/2015	06/30/2015**	S 41.680	7.960	AG 10.800	AH 3.030	1.600	AI 0.950	8.0	66.020	AJ 87.580	AJ 87.580	107.620	
SEWER AND STORM DRAIN PIPELAYER	2/22/2015	06/30/2015**	S 32.240	7.850	AG 7.950	AH 1.000	1.330	AI 0.950	8.0	51.320	67.140	AK 67.140	82.460	
AL SEWER AND STORM DRAIN PIPE TRADESMAN	2/22/2015	06/30/2015**	S 16.550	7.850	0.380	-	0.760	AI 0.800	8.0	26.340	33.820	AK 33.820	41.290	
SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	2/22/2015	06/30/2015**	S 40.300	7.960	AG 10.490	AH 3.030	0.930	AI 0.950	8.0	63.660	84.530	AM 84.530	AN 103.880	
LANDSCAPE/IRRIGATION FITTER	2/22/2015	06/30/2015**	S 26.780	7.960	AG 10.800	AH 2.490	0.990	AI 0.750	AK 8.0	49.770	64.410	64.410	77.800	
AO LANDSCAPE/IRRIGATION TRADESMAN	2/22/2015	06/30/2015*	S 13.390	2.000	AG 0.880	-	0.100	AI 0.750	AK 8.0	17.120	23.820	23.820	30.510	
FIRE SPRINKLER FITTER	2/22/2014	03/31/2014*	& 10.000	8.420	10.510	-	0.450	-	8.0	29.380	AP 34.380	AP 34.380	AP 34.380	
# ROOFER	2/22/2015	06/30/2015**	AQ 26.730	6.000	1.620	-	0.300	-	8.0	34.650	47.650	AR 47.650	W 60.650	
PITCH WORK	2/22/2015	06/30/2015**	AQ 28.230	6.000	1.620	-	0.300	-	8.0	36.150	49.900	AR 49.900	W 63.650	
# SHEET METAL WORKER (HVAC)	8/22/2014	06/30/2015**	A 35.030	AS 7.920	AT 13.560	-	AU 0.730	AV 0.540	AK 8.0	57.780	AJ 75.290	AJ 75.290	92.810	
AW SHEET METAL TECHNICIAN	8/22/2014	06/30/2015*	A 26.310	AS 5.370	AT 1.250	-	AU 0.680	AV 0.490	AK 8.0	34.100	AJ 47.260	AJ 47.260	60.410	
AX UTILITY WORKER	8/22/2014	06/30/2015*	9.000	AS 4.970	AY -	-	AU 0.450	AV 0.490	AK 8.0	14.910	AJ 19.410	AJ 19.410	23.910	
# 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	8/22/2014	05/31/2015**	S 23.780	7.630	1.800	-	0.750	0.230	T 8.0	34.190	U 46.080	V 46.080	W 57.970	
# TILE LAYER	8/22/2014	05/31/2015**	S 35.140	8.300	5.620	-	0.910	0.230	T 8.0	50.200	U 67.770	V 67.770	W 85.340	

[FOOTNOTES](#)

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-23-102-2-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for 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 ^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	\$30.19	6.81	6.25	4.47	0.64	0.52	8	48.88	63.975	63.975	79.07
Group 2	30.74	6.81	6.25	4.47	0.64	0.52	8	49.43	64.80	64.80	80.17
Group 3	31.29	6.81	6.25	4.47	0.64	0.52	8	49.98	65.625	65.625	81.27
Group 4	32.84	6.81	6.25	4.47	0.64	0.52	8	51.53	67.95	67.95	84.37
Group 5	33.19	6.81	6.25	4.47	0.64	0.52	8	51.88	68.475	68.475	85.07

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 Bellower

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: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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 (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$39.05	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$62.89	\$82.415	\$82.415	\$101.94
Group 2	\$39.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$63.67	\$83.585	\$83.585	\$103.50
Group 3	\$40.12	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$63.96	\$84.020	\$84.020	\$104.08
Group 4	\$41.61	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.45	\$86.255	\$86.255	\$107.06
Group 6	\$41.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.67	\$86.585	\$86.585	\$107.50
Group 8	\$41.94	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.78	\$86.750	\$86.750	\$107.72
Group 10	\$42.06	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.90	\$86.930	\$86.930	\$107.96
Group 12	\$42.23	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.07	\$87.185	\$87.185	\$108.30
Group 13	\$42.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.17	\$87.335	\$87.335	\$108.50
Group 14	\$42.36	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.20	\$87.380	\$87.380	\$108.56
Group 15	\$42.44	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.28	\$87.500	\$87.500	\$108.72
Group 16	\$42.56	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.40	\$87.680	\$87.680	\$108.96
Group 17	\$42.73	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.57	\$87.935	\$87.935	\$109.30
Group 18	\$42.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.67	\$88.085	\$88.085	\$109.50
Group 19	\$42.94	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.78	\$88.250	\$88.250	\$109.72
Group 20	\$43.06	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.90	\$88.430	\$88.430	\$109.96
Group 21	\$43.23	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.07	\$88.685	\$88.685	\$110.30
Group 22	\$43.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.17	\$88.835	\$88.835	\$110.50
Group 23	\$43.44	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.28	\$89.000	\$89.000	\$110.72
Group 24	\$43.56	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.40	\$89.180	\$89.180	\$110.96
Group 25	\$43.73	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.57	\$89.435	\$89.435	\$111.30

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-23-63-2-2014-2

CLASSIFICATIONS:

GROUP 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes load, 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 load, 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
Bobcat or similar type (Skid Steer, with all attachments)
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
Boring System Electronic Tracking Locator
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 Economat, 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
Micro Tunneling Operator (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)

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)
Grade 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
Loader Operator (Athey, Euclid, Sierra and similar types)
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)
Prentice 721E 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-23-63-2-2014-2

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

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

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

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, atthey 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)

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

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, 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)

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, atthey 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)

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 Driller or Similar Types) may be used by contractors to perform rock drilling on public works projects.

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-23-63-2-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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 (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$39.55	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$63.39	\$83.165	\$83.165	\$102.94
Group 2	\$40.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$64.17	\$84.335	\$84.335	\$104.50
Group 3	\$40.62	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$64.46	\$84.770	\$84.770	\$105.08
Group 4	\$42.11	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.95	\$87.005	\$87.005	\$108.06
Group 6	\$42.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.17	\$87.335	\$87.335	\$108.50
Group 8	\$42.44	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.28	\$87.500	\$87.500	\$108.72
Group 10	\$42.56	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.40	\$87.680	\$87.680	\$108.96
Group 12	\$42.73	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.57	\$87.935	\$87.935	\$109.30
Group 13	\$42.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.67	\$88.085	\$88.085	\$109.50
Group 14	\$42.86	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.70	\$88.130	\$88.130	\$109.56
Group 15	\$42.94	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.78	\$88.250	\$88.250	\$109.72
Group 16	\$43.06	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.90	\$88.430	\$88.430	\$109.96
Group 17	\$43.23	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.07	\$88.685	\$88.685	\$110.30
Group 18	\$43.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.17	\$88.835	\$88.835	\$110.50
Group 19	\$43.44	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.28	\$89.000	\$89.000	\$110.72
Group 20	\$43.56	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.40	\$89.180	\$89.180	\$110.96
Group 21	\$43.73	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.57	\$89.435	\$89.435	\$111.30
Group 22	\$43.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.67	\$89.585	\$89.585	\$111.50
Group 23	\$43.94	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.78	\$89.750	\$89.750	\$111.72
Group 24	\$44.06	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.90	\$89.930	\$89.930	\$111.96
Group 25	\$44.23	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.07	\$90.185	\$90.185	\$112.30

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-23-63-2-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily	Saturday (d)	Sunday/ Holiday
									(c)	(d)	2X
Classification Groups (b)								1 1/2X	1 1/2X	2X	
Group 1	\$40.05	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$63.89	\$83.915	\$83.915	\$103.94
Group 2	\$40.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$64.67	\$85.085	\$85.085	\$105.50
Group 3	\$41.12	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$64.96	\$85.520	\$85.520	\$106.08
Group 4	\$42.61	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.45	\$87.755	\$87.755	\$109.06
Group 5	\$42.71	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.55	\$87.905	\$87.905	\$109.26
Group 6	\$42.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.67	\$88.085	\$88.085	\$109.50
Group 7	\$42.93	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.77	\$88.235	\$88.235	\$109.70
Group 8	\$42.94	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.78	\$88.250	\$88.250	\$109.72
Group 9	\$43.04	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.88	\$88.400	\$88.400	\$109.92
Group 10	\$43.06	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.90	\$88.430	\$88.430	\$109.96
Group 11	\$43.16	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.00	\$88.580	\$88.580	\$110.16
Group 12	\$43.23	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.07	\$88.685	\$88.685	\$110.30
Group 13	\$43.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.17	\$88.835	\$88.835	\$110.50
Group 14	\$43.36	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.20	\$88.880	\$88.880	\$110.56
Group 15	\$43.44	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.28	\$89.000	\$89.000	\$110.72
Group 16	\$43.56	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.40	\$89.180	\$89.180	\$110.96
Group 17	\$43.73	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.57	\$89.435	\$89.435	\$111.30
Group 18	\$43.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.67	\$89.585	\$89.585	\$111.50
Group 19	\$43.94	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.78	\$89.750	\$89.750	\$111.72
Group 20	\$44.06	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.90	\$89.930	\$89.930	\$111.96
Group 21	\$44.23	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.07	\$90.185	\$90.185	\$112.30
Group 22	\$44.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.17	\$90.335	\$90.335	\$112.50
Group 23	\$44.44	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.28	\$90.500	\$90.500	\$112.72
Group 24	\$44.56	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.40	\$90.680	\$90.680	\$112.96
Group 25	\$44.73	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.57	\$90.935	\$90.935	\$113.30

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

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

DETERMINATION: SC-23-102-6-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within 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	\$32.56	\$6.81	\$3.60	\$4.71 ^a	\$1.16	\$0.51	8	^b \$49.35	\$65.630	^c \$65.630	\$81.91
Group 2	33.86	6.81	3.60	4.71 ^a	1.16	0.51	8	^b 50.65	67.580	^c 67.580	84.51
Group 3	35.87	6.81	3.60	4.71 ^a	1.16	0.51	8	^b 52.66	70.595	^c 70.595	88.53
Group 4	37.61	6.81	3.60	4.71 ^a	1.16	0.51	8	^b 54.40	73.205	^c 73.205	92.01

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

DETERMINATION: SC-23-261-2-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015** 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 ^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	27.99	14.92	5.00	2.70 ^a	1.52	.45	8	52.58	65.575	65.575	80.57
Group II	28.14	14.92	5.00	2.70 ^a	1.52	.45	8	52.73	66.80	66.80	80.87
Group III	28.27	14.92	5.00	2.70 ^a	1.52	.45	8	52.86	66.995	66.995	81.13
Group IV	28.46	14.92	5.00	2.70 ^a	1.52	.45	8	53.05	67.28	67.28	81.51
Group V	28.49	14.92	5.00	2.70 ^a	1.52	.45	8	53.08	67.325	67.325	81.57
Group VI	28.52	14.92	5.00	2.70 ^a	1.52	.45	8	53.11	67.37	67.37	81.63
Group VII	28.77	14.92	5.00	2.70 ^a	1.52	.45	8	53.36	67.745	67.745	82.13
Group VIII	29.02	14.92	5.00	2.70 ^a	1.52	.45	8	53.61	68.12	68.12	82.63
Group IX	29.22	14.92	5.00	2.70 ^a	1.52	.45	8	53.81	68.42	68.42	83.03
Group X	29.52	14.92	5.00	2.70 ^a	1.52	.45	8	54.11	68.87	68.87	83.63
Group XI	30.02	14.92	5.00	2.70 ^a	1.52	.45	8	54.61	69.62	69.62	84.63
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 \$.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-23-261-2-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015** 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 ^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	28.49	14.92	5.00	2.70 ^a	1.52	.45	8	53.08	67.325	67.325	81.57
Group II	28.64	14.92	5.00	2.70 ^a	1.52	.45	8	53.23	67.55	67.55	81.87
Group III	28.77	14.92	5.00	2.70 ^a	1.52	.45	8	53.36	67.745	67.745	82.13
Group IV	28.96	14.92	5.00	2.70 ^a	1.52	.45	8	53.55	68.03	68.03	82.51
Group V	28.99	14.92	5.00	2.70 ^a	1.52	.45	8	53.58	68.075	68.075	82.57
Group VI	29.02	14.92	5.00	2.70 ^a	1.52	.45	8	53.61	68.12	68.12	82.63
Group VII	29.27	14.92	5.00	2.70 ^a	1.52	.45	8	53.86	68.495	68.495	83.13
Group VIII	29.52	14.92	5.00	2.70 ^a	1.52	.45	8	54.11	68.87	68.87	83.63
Group IX	29.72	14.92	5.00	2.70 ^a	1.52	.45	8	54.31	69.17	69.17	84.03
Group X	30.02	14.92	5.00	2.70 ^a	1.52	.45	8	54.61	69.62	69.62	84.63
Group XI	30.52	14.92	5.00	2.70 ^a	1.52	.45	8	55.11	70.37	70.37	85.63
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-23-261-2-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015** 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 ^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 1 1/2X	Saturday ^e 1 1/2X	Sunday/ Holiday 2X
Group I	28.99	14.92	5.00	2.70 ^a	1.52	.45	8	53.58	68.075	68.075	82.57
Group II	29.14	14.92	5.00	2.70 ^a	1.52	.45	8	53.73	68.30	68.30	82.87
Group III	29.27	14.92	5.00	2.70 ^a	1.52	.45	8	53.86	68.495	68.495	83.13
Group IV	29.46	14.92	5.00	2.70 ^a	1.52	.45	8	54.05	68.78	68.78	83.51
Group V	29.49	14.92	5.00	2.70 ^a	1.52	.45	8	54.08	68.825	68.825	83.57
Group VI	29.52	14.92	5.00	2.70 ^a	1.52	.45	8	54.11	68.87	68.87	83.63
Group VII	29.77	14.92	5.00	2.70 ^a	1.52	.45	8	54.36	69.245	69.245	84.13
Group VIII	30.02	14.92	5.00	2.70 ^a	1.52	.45	8	54.61	69.62	69.62	84.63
Group IX	30.22	14.92	5.00	2.70 ^a	1.52	.45	8	54.81	69.92	69.92	85.03
Group X	30.52	14.92	5.00	2.70 ^a	1.52	.45	8	55.11	70.37	70.37	85.63
Group XI	31.02	14.92	5.00	2.70 ^a	1.52	.45	8	55.61	71.12	71.12	86.63
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: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: SC-23-63-2-2014-2D

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			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	\$39.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$63.67	\$83.585	\$83.585	\$103.50
Group 2	\$41.61	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.45	\$86.255	\$86.255	\$107.06
Group 3	\$43.61	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.45	\$89.255	\$89.255	\$111.06

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-23-63-2-2014-2D1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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 2X
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$40.33	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$64.17	\$84.335	\$84.335	\$104.50
Group 2	\$42.11	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$65.95	\$87.005	\$87.005	\$108.06
Group 3	\$44.11	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$67.95	\$90.005	\$90.005	\$112.06

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-23-63-2-2014-2D2

Issue Date: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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)	Saturday (c)	Sunday/ Holiday
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$40.83	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$64.67	\$85.085	\$85.085	\$105.50
Group 2	\$42.61	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$66.45	\$87.755	\$87.755	\$109.06
Group 3	\$44.61	\$11.20	\$8.55	\$3.00	\$0.80	\$0.29	8	\$68.45	\$90.755	\$90.755	\$113.06

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)

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-23-203-2-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: July 5, 2015** 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 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	\$31.85	7.27	7.64	6.07 ^b	0.55	0.27	8	53.65	69.575 ^c	69.575 ^c	85.50
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$31.97	7.27	7.64	6.07 ^b	0.55	0.27	8	53.77	69.755 ^c	69.755 ^c	85.74
Floating and Troweling Machine Operator	\$32.10	7.27	7.64	6.07 ^b	0.55	0.27	8	53.90	69.95 ^c	69.95 ^c	86.00

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.

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 and the Contract Agreement.

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”.

Appendix C has been prepared by the City’s Federal Aid Projects Manager / Consultant, as certified below, for the:

Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09

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 2010 Caltrans Standard Specifications, Revised Standard Specifications issued by Caltrans Office Engineer, and the Code of Federal Regulations.

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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 *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 bidder.

5. CONTRACTOR LICENSE

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

6. DIFFERING SITE CONDITIONS

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. 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

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

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 **30** WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

(Insert amount of Liquidated Damages)

The Contractor shall pay to the City of Imperial the sum of **\$ 827** 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 local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient

referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on

board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the

eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction under a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "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 MIONORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals 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	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	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	16.1
	CA Placer; CA Sacramento; CA Yolo	
	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	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1

	2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each 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.

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 / COUNTY of _____
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 Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion 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</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only:</p> <p align="right">year _____ quarter _____</p> <p align="right">date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p align="center">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</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><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 align="center">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 SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ 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.

Appendix D

Project Environmental Conditions

CITY OF IMPERIAL

PROJECT ENVIRONMENTAL CONDITIONS

FOR

Aten Blvd. Phase III Rehabilitation and Reconstruction from Cross Ave to Dogwood Road
FEDERAL AID PROJECT # RSTP-5134(018) / MPO ID: IMP 120609
BID NO. 2015-09

The following conditions must be adhered to by the CONTRACTOR and the City:

Hazardous Waste

If traffic stripe of exiting pavement markings are removed by itself, the yellow paint type may be hazardous for lead and require disposal at the proper landfill facility. For white paint, it will be non-hazardous for lead but require disposal at a landfill facility permitted to accept such waste. Proper health and safety measures shall be observed while handling removed traffic stripe and pavement markings.

There may be non-hazardous levels of aerially deposited lead (ADL) in exposed soil along the main traveled way. Proper handling regarding health and safety shall be observed (dust control and use of personal protective equipment). ADL soil to be removed from the site shall be tested for lead and disposed properly.

Biology

1. If construction is not begun within 14 days of the original burrowing owl survey, a new burrowing owl survey will be required under CDFW guidelines within 14 days of start of construction. Positive results will be coordinated with CDFW and Caltrans.
2. If construction is planned between the dates of February 1 through August 31, a nesting bird survey 7 days prior to construction is required to prevent violation of the Migratory Bird Treaty Act (MBTA). Any positive results will be coordinated with CDFW and Caltrans. It is recommended that timing of construction would be September 1 through January 31 to avoid bird nesting. BUOW and MBTA surveys may be combined if both are done within 7 days of start of construction. A 500 foot buffer area will also be surveyed.
3. Burrowing owl, MBTA nesting birds and mountain plover worker training will be given to construction workers prior to start of work by a qualified biologist.
4. Any MBTA nesting bird found will be protected with a barrier therefore no permit will be necessary.
5. No construction staging shall take place near active burrows unless sheltered in place under the guidance of a qualified biologist.
6. If Mountain Plover are observed in adjacent fields, work will be halted until a qualified biologist determines that birds have moved out of area.
7. All construction will be done using BMP's installed prior to construction and removed after construction.
8. California air pollution compliant equipment will be used.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

City of Imperial Dist.-Co.-Rte. (or Local Agency)	N/A P.M./P.M.	N/A E.A/Project No.	RSTP 5134 (018) Federal-Aid Project No. (Local Project)/Project No.
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PROJECT DESCRIPTION:

The City of Imperial proposes road improvements on Aten Boulevard, between Cross Avenue and Dogwood Road. Proposed work is limited to:

- Pavement grinding and asphalt overlay on existing road and paved shoulders.
- The only utilities relocation will consist on adjusting sewer/storm drain manholes and water valve covers to new top of pavement overlay.
- New striping on asphalt overlay.
- Installation of road signage (proposed ground disturbance: 12" x 12" x 36" depth) and street lights (proposed ground disturbance: 24" x 24" x 6' depth), and construction of driveways, sidewalk, ADA ramps, curb and gutter on the south side of Aten Blvd. Ground disturbance will only occur on the south side of Aten Blvd.

All work will be conducted within existing public right-of-way.

Continued on page 2

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt. Class . (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]

Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
Signature	Signature
Date	Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c)(____)
 23 CFR 771.117(d): activity (d)(1)
 Activity ____ listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
Signature	Signature
Date	Date

Date of Categorical Exclusion Checklist completion: _____ Date of ECR or equivalent: _____

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

**CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet**

City of Imperial Dist.-Co.-Rte. (or Local Agency)	N/A P.M./P.M.	N/A E.A/Project No.	RSTP 5134 (018) Federal-Aid Project No. (Local Project)/Project No.
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Continued from page 1:

The following conditions apply to this project and must be adhered to:

NPDES/Storm Water: Project will comply with all local MS-4 regulations.

Visual Resources: Care shall be exercised in the demolition and construction of the improvements to avoid damage to existing vegetation or supporting systems. In addition, the City of Imperial right-of-way shall not be utilized for purposes of project mobilization or construction staging.

Hazardous Waste: There may be concentrations of lead chromate in traffic stripe removed, and workers shall be notified of the presence of lead and observe proper health and safety precautions.

Access: Access to adjacent properties shall be maintained during construction.

Biology: Active and occupied owl 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) If construction is not begun within 14 days of the NES-MI survey, a new burrowing owl survey will be required under CDFW guidelines.

If construction is planned between the dates of February 1 through August 31, a nesting bird survey 3 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 on 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 the start of work
 - B. All construction will be done using BMPs and with California air pollution compliant equipment
 - C. No construction staging near active burrows unless sheltered in place under the guidance of a qualified biologist
 - D. Preferable timing of construction would be September through January 31.
- 2) If Mt. Plover are observed in adjacent fields, work will be halted until birds move off area.
- 3) Areas outside of project footprint will be designated as an "Environmentally Sensitive Area" (ESA) on project plans. No project-related activities will take place there.

Appendix E

Specifications and Special Provisions

SPECIFICATIONS

1.01 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details as shown in the specifications entitled "State of California, Department of Transportation Standard Specifications 2010" insofar as the same may apply. Also portions of the work shall be done in accordance with the "GREENBOOK" Standard Specifications for Public Works Construction 2012 Edition. These specifications are hereinafter referred to as the Standard Specifications and in accordance with the following provisions:

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean to refer the following:

Department of Public Works or Division of Highways – City of Imperial, California

Director of Public Works – The Director of Public Works of the City of Imperial, California.

Engineer – The City Engineer, acting directly or through properly authorized agents, such agents acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory – The designated laboratory authorized by the City of Imperial to test materials and work involved in the contract.

State – The City of Imperial, California.

Other terms appearing in the Standard Specifications, the General Conditions and these Special Provisions, shall have the intent and meaning specified in the Sections 1, "Definitions of Terms", Standard Specifications. In case of conflict between the Standard Specifications and these General Conditions and Specifications, the General Conditions and Specifications shall take precedence over and be used in lieu of such conflicting portions.

1.02 SCOPE OF WORK

The work shall include grinding of existing asphalt concrete pavement, installation of conventional-asphalt concrete leveling course, asphalt-rubber aggregate membrane, gap graded asphalt-rubber hot mix, slurry seal, traffic striping, loop detectors, utility adjustments and traffic control.

END OF SPECIFICATIONS

SPECIAL PROVISIONS

1. ORDER OF WORK

Prior to commencement of any work on the project, a preconstruction conference will be held for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the Director of Public Works, periodic meetings involving project personnel (Contractor, utility and others) will be held for the purpose of coordinating project activities.

2. STARTING AND COMPLETION OF WORK

The work called for in these contract documents shall commence within (10) calendar days after that date set out in the **Notice-to-Proceed** issued by the City, and shall be diligently pursued to completion within _____ (____) calendar days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

It is agreed by the parties of the contract that in case of all work called for under the contract is not completed before or upon the expiration of the time limits set forth in these Special Provisions, damages will be sustained by the City of Imperial and that it will be impracticable to determine the actual damage by which the City will sustain in the event of and by reason of such delay and it is therefore agreed that the contractor will pay to the City of Imperial the sum of two hundred dollars (\$200.00) per day for each and everyday's delay beyond the time prescribed to complete the work.

4. MAINTAINING TRAFFIC

The Contractor shall maintain two way traffic in the work area in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD), 2010 Edition or as modified, available through the State of California, Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The contractor shall make every effort to keep driveways open during working hours. After work hours, all driveways shall be accessible and safe. The payment for item shall be included in the bid price for the applicable item of work for which traffic control is performed.

5. NOTICE AND POSTING REQUIREMENTS

The Contractor shall post and remove temporary "No Parking" signs as needed. Signs shall be in place for at least 48 hours in advance of commencing of work. Signs may be attached to existing poles, parkway trees, or any available support that may exist in the public right-of-way or the contractor may furnish sign supports as may be necessary.

Multiple notices shall be delivered and hung on door handles of each residence and to each business affected by the construction. The format and content of the notices shall be submitted to the Engineer for approval at least 2 weeks prior to use. Notices will be required as follows:

- 1) A general notice in all cases will be required 2 weeks in advance of work, describing the sequence of activities that will affect parking and access to properties, to be delivered 2 weeks prior to construction. This notice will generally address parking and access for street resurfacing with further details to follow on subsequent notices, except detailed information will be required in this first notice to explain the leveling course portion of the work.
- 2) A notice prior to ARAM, with specifics about parking and access, to be delivered 48 hours prior to construction.
- 3) A notice prior to Slurry, with specifics about parking and access to be delivered 48 hours prior to construction.
- 4) A combined notice about System III, that includes specifics about both ARAM and ARHM-GG overlay to be delivered 48 hours prior to construction.

Notice numbers 1), 2) and 3) shall be delivered for System I and System II. Notice numbers 1) and 4) shall be delivered for System III.

6. CONSTRUCTION AREA SIGNS

The Contractor shall furnish, install, maintain, and remove all construction area signs in conformance with the plans and Sections 12-3.06 of the Standard Specifications.

7. REPAIR EXISTING ROADBED

Where directed by the Director of Public Works, broken or failed, or other unsatisfactory portions of the existing roadbed shall be removed and disposed of and the resulting excavation shall be filled with asphalt concrete pavement in conformance with specifications and to be compensated by applicable bid item.

8. REMOVE PAVEMENT MARKINGS

Existing pavement markers, when no longer required for traffic lane delineation as directed by the Director of Public Works, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers shall be considered as included in the contract price for the applicable bid item for roadway surfacing and no separate payment will be made therefore.

9. ASPHALT CONCRETE LEVELING COURSE

The work shall consist of installing asphalt concrete Type A ½-inch Hot Mix Asphalt conforming to Section 39 of Caltrans Standard Specifications 2010. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

9.01 Placing

All holes and cracks exceeding 2 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement. All cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of 3/4-inch min. prior to final sweeping just ahead of leveling course.

Tack coat on all feathered areas and cold milled areas shall be SS-1h applied at .48 liters per square meter (.12 gal/sy).

The Contractor shall place asphalt concrete with a self-propelled asphalt paving machine. Contractor shall provide a 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer as a minimum.

Asphalt concrete shall be placed at a minimum thickness of 3/4-inch. Non-uniform surface voids or scraped rock surfaces on the surface of the mat behind the screed will be considered indication of aggregate particle conflicts between screed and existing grade, resulting in cessation of paving until adjustment of thickness to provide for a smooth surface is provided to the satisfaction of the Engineer.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Join lines between successive runs shall be within 150 mm (6 inches) of lane lines or a minimum of 3.6 m (12 feet) outside of the outer most lane line.

9.02 Compaction

The Contractor shall use the following equipment as a minimum:

One pass with a steel wheeled 2-axle tandem vibratory breakdown roller weighing between 10 tons and 12 tons with wheels whose diameter shall measure a minimum of 40 inches.

Two passes with a pneumatic-tired roller weighing **not less than 12 tons**.

An 8 to 10 ton roller shall perform finish rolling.

9.03 Payment

Payment of this item complete shall be by the square yard for leveling course, and shall be considered to include compensation for all holes and crack preparation as specified in this Section 9 of Special Provisions.

302-9.1 General.

ARHM-GG construction on System III streets shall be performed on a different day than on intersections that are not contiguous with a System III street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.

10. ASPHALT CONCRETE REPAIRS

10.01 Remove and replace Asphalt Pavement

The work under this item shall include removal and replacement of existing asphalt concrete pavement. Repair locations will be as marked by the Engineer on the existing pavement. The perimeter of all repairs shall be sawcut minimum 3-inches deep.

Asphalt replacement shall be performed the same day as removals.

Asphalt concrete used for remove and replace asphalt pavement shall be 3/4" Maximum, Coarse.

Tack coat for vertical joints on repairs in AC shall be uniformly applied as two coats SS-1h applied uniformly at .64 liter per square meter (.20 gal/SY) each coat.

Compensation for Remove and Replace Asphalt Pavement will be made at the unit price bid per ton of asphalt concrete used for the repairs. The price per ton shall include sawcut, excavation and removal, subgrade preparation, tack coat, and placement and compaction of AC and all incidentals.

10.02 Skin Patch

Areas marked with an "S" shall receive a layer of a fine AC mix on existing pavement. The AC mix design shall be submitted to the Engineer for review and approval at least 5 working days prior to use on the project. Pavement shall be allowed to dry prior to placement of any material and a torch shall be used to evaporate and thoroughly dry out any residual dampness prior to application of tack coat. Tack coat shall be applied in all areas to be paved, but no more than 10 minutes ahead of paving in wet areas. AC skin patch material shall be placed in the depressed area slightly below flush with surrounding pavement. Thorough compaction shall be provided by a walk behind roller or other small roller.

Tack coat on all feathered areas around the perimeter of skin patches shall be .13 gal/SY. It is considered extremely important that material used for feathers be rolled above minimum temperature. Contractor shall provide a heated compartment to maintain temperature of material or bring enough material to maintain temperature of the mass of AC until placement is complete.

The unit price bid per square foot for Skin Patch will be considered full compensation for all preparation, tack coat, materials, placement and compaction of skin patch, including all incidentals.

11. SLURRY SEAL

Construction and materials for Emulsion-Aggregate Slurry shall conform to Subsection 203-5 and 302-4 of the GREENBOOK, except as modified herein.

SECTION 203-5 - EMULSION-AGGREGATE SLURRY

203-5.1 General

Emulsion-aggregate slurry shall be polymer modified.

203-5.2 Materials

Emulsion - aggregate slurry shall be Type II, unless otherwise indicated on the plans, bid schedule or in these specifications. The amount and type of accelerator or retardant used shall be approved by the Engineer, and shall provide for curing sufficiently to support traffic within 2 hours.

Emulsified asphalt shall be CQS-1h.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion, date and point of proposed delivery, quantity, purchase order number, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate. Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer.

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer. Any deviation from this process must have the prior approval of the Engineer.

203-5.2.1 Polymer Modified Emulsion. Polymer modified emulsion-aggregate slurry shall conform to Table 203-5.2.1(A).

Asphalt emulsions shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphalt emulsions shall also contain a polymer.

The asphalt emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphalt

emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate, or a blend of butadiene and styrene.

The emulsion supplier shall certify that the asphalt residue contains at least 2.5 percent polymer (dry weight) and that the polymer has either been added as a solid polymer to the base asphalt, or has been added in the form of a latex at the time of emulsion manufacture.

Polymer modified emulsified asphalt shall be kept in a suspended state by an agitating mixer operated every 3 days.

TABLE 203-5.2.1(A)

Requirements for Polymer Modified Cationic Quick Setting Emulsions (PMCQS1h)		
<u>Properties</u>	<u>Min.</u>	<u>Max.</u>
Tests on Emulsions		
Viscosity SSF, @ 77°F	15.0	90.0
Sieve Test, %		0.3
Storage Stability, 1 day, %		1.0
Residue by Evaporation	57.0	
Particle Charge	Positive	
Tests on Residue from Evaporation Test		
Penetration, 77°F	40.0	90.0
Ductility, 77°F, cm	40.0	
Absolute Viscosity @ 140°F, poise	2,250.0	
Solubility in Trichloroethylene	97.0	
Quantitative Test for Polymer Content		
Either;		
Torsional Recovery, %	18.0	
or		
Polymer Content in Residue, wt %	2.5	3.0

203-5.6 Test Reports and Certification. A certification of compliance shall be provided at least 48 hours prior to delivery of emulsion to the project.

Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer. Tests performed shall provide values corresponding to all parameters set forth in the table of requirements for the materials specified.

302-4 EMULSION-AGGREGATE SLURRY

302-4.1 General. After application, slurry shall be rubber tire rolled in all areas. The work to be done consists of furnishing all plant, labor, materials, tools, equipment and services necessary for the application of emulsion-aggregate slurry upon designated ARAM street surface areas.

302-4.2 Mixing

302-4.2.1 General. Transit mix trucks shall not be used.

Contractor shall arrange with the City for appropriate areas for stockpiling and batching. The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area. Stockpiles shall be covered as necessary to prevent contamination by all materials including excessive moisture. No equipment or materials shall be stored in the public right-of-way.

All trucks which the Contractor proposes to use that exceed the legal load limit will be required to have overweight permits from the Agency.

Loaders used to load spreader trucks shall be equipped with functioning weighing devices with weight read-outs. The weight of each loader bucket added to a spreader truck shall be logged in writing by Contractor's personnel after each bucket load.

Prior to the beginning of slurry operations, Contractor shall furnish, at no cost to the Agency, a current licensed weigh master's certificate indicating the net weight capacity of the aggregate bin.

Contractor shall supply the Engineer with licensed weigh master's certificates of weights for all aggregate delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the slurry mixture for this contract. Contractor shall also present weigh master's certificates for the amount of such aggregate remaining unused at the completion of the contract at no cost to the Agency. Payment shall be determined by deducting the amount of unused aggregate from the total amount of aggregate delivered, all as shown on the licensed weigh master's certificates. The certificates shall be presented to the Engineer on the same day the aggregate is delivered.

Water (excluding that water in the emulsified asphalt) shall be added at a rate of from 5 to 10 percent by weight of dry aggregate to ensure proper dispersion of the emulsified asphalt and proper workability, while (1) avoiding excess water which would allow separation and settlement of the

aggregate, (2) avoiding insufficient water which would result in balling and coagulation in the mixer, and (3) permitting uncontrolled vehicular traffic as specified herein. The exact rate will be determined by the Contractor based upon field conditions subject to approval of the Engineer.

302-4.2.2 Continuous-Flow Mixers. The mixing unit shall be equipped with a fines feeder for addition of accelerator.

The spreader box shall be equipped with a suitable drag to erase ridges. A minimum 2-foot length of burlap material shall be attached to the entire width of the drag. The spreader box shall be equipped with a steering device.

The slurry spreader box shall be maintained in a good state of repair at all times. The spreader box main strike off squeegee (rubber) shall be new at the beginning of the contract and shall be maintained in a good state of repair throughout the contract.

Equipment shall be available for inspection before the beginning of the contract and again before work is to be accomplished.

302-4.3 Application

302-4.3.1 General. The first paragraph of Subsection 302-4.3.1 of the Standard Specifications is hereby deleted and replaced with the following:

The work shall consist of preparation, mixing asphaltic emulsion, aggregate, accelerator and water, and spreading the mixture on the pavement where shown on the plans. Type II slurry shall be applied at a rate yielding a minimum 1,200 square feet per extra long ton.

Actual spread rates shall be approved by the Engineer.

302-4.3.1.1 Preparation.

Slurry shall not be applied over any manhole, valve, survey monument, or miscellaneous frames and covers. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.

302-4.3.2 Spreading. The first sentence of Subsection 302-4.3.2 is hereby deleted and replaced with the following:

Slurry seal shall be placed only when the ambient temperature is above 50 degrees and rising. No slurry will be placed during inclement weather or the threat of. Contractor will bear the responsibility of that may arise from non-cancellation.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, and sufficient laborers for any handwork and cleanup.

Prior to commencement of work, Contractor shall perform test sections for review and approval by the Engineer. The area of the test sections shall be at least 5,000 square feet. The section locations shall be in the area of the work, to be specified prior to construction. In no case will the Contractor begin operations until the test sections have adequately cured and he has received written approval by the Engineer. The approved mix design and test section shall be considered the standard for the operation.

No slurry seal shall be placed on a wet street or crossing without the Engineer's consent.

Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh slurry only with the permission of the Engineer.

All slurried streets shall be fully swept 5 to 8 days after slurry is complete, with residual material removed to a legal disposal site.

The cost of cleanup and/or damage caused by vehicles tracking through the slurry seal will be born solely by the Contractor.

302-4.3.2.1 Rubber Tire Rolling. Rolling shall be performed with two complete coverages by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi. Rolling shall be performed after slurry and as soon as it sets up enough to support the roller and not pick up on the tires.

Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient rubber-tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

302-4.4 Public Convenience and Traffic Control. The spreading schedule shall list the streets in order of proposed application and denote which streets are to be completed each day.

Traffic control with ample barricades, flaggers, standard regulatory and warning signs, no parking signs, etc., shall be provided to protect the uncured slurry surface from all types of traffic. Any damage to the uncured slurry is the responsibility of the Contractor. Traffic control plan shall be submitted to and approved by the City Director of Public Works prior to commencing work. The Contractor's work will be done on successive adjacent streets during the same day of the operation. Adequate means shall be provided to protect the slurry seal from damage by traffic for a

minimum of four (4) hours of application or until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by tires of vehicles.

Temporary "No Parking" signs shall be posted at least 48 hours in advance of the work. The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed within 48 hours after the effective date.

Contractor shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh slurry that might sustain damage from such traffic. Any tracking of slurry seal on private property will be the responsibility of the Contractor to correct. Contractor shall sweep the streets for five (5) consecutive days after application of the slurry.

Slurry seal shall not be spread on the trash pickup day of each respective street.

Temporary striping devices shall be provided on all lane lines covered by slurry.

302-4.5 Measurement and Payment. The second paragraph of Subsection 302-4.5 of the Standard Specifications is hereby deleted and replaced with the following:

The contract unit price per square yard shall be considered to include full compensation for furnishing emulsion, polymer as specified, accelerator or retardant and water, and all preparation, traffic control, rubber tire rolling where specified, and other incidentals described in the work and no additional compensation will be provide therefor.

12. ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG)

ARHM Material shall conform to 203-11 of the GREENBOOK as modified herein and Section 39 of Caltrans Standard Specifications 2010. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

ARHM Construction shall conform to 302-9 of the GREENBOOK as modified herein.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.2 Materials.

203-11.2.3 Crumb Rubber Modifier (CRM).

The third and the last sentence of the first paragraph of Subsection 203-11.2.3 are hereby deleted and replaced with the following:

The high natural rubber shall be a single source material and not a blend of more than one source. The high natural CRM shall not be tire rubber. A minimum 2-ounce unground and ungranulated sample of the base stock shall be provided, along with a minimum 4-ounce ground or granulated sample. Contractor shall pay for any failed chemical analysis tests.

The fifth paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40 percent equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.2.4 Aggregate. The text of Subsection 203-11.2.4 is hereby deleted and replaced with the following:

The aggregate for ARHM shall conform to the “quality requirements” for asphalt concrete Type A as specified in Caltrans Standard Specifications, except for the following:

Maximum LA Rattler value at 500 revolutions shall be 35.

Eighty-five percent of coarse aggregate shapes shall be “proportioned particles”, a proportioned particle being defined as a particle having a minimum dimension greater than $\frac{1}{2}$ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words “proportioned particles” substituted for “crushed particles”.

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

203-11.3 Composition and Grading.

The aggregate for Asphalt-Rubber Hot Mix (ARHM-GG) shall conform to following gradations, which shall be considered included as additional columns in Table 203-11.3(A):

½-inch RHMA-G

<u>Sieve Sizes</u>	<u>TV limits</u>	<u>Allowable tolerance</u>
¾"	100	--
½"	90-100	TV ± 6
3/8"	83-87	TV ± 6
No. 4	28-42	TV ± 7
No. 8	14-22	TV ± 5
No. 200	0-6.0	TV ± 2

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown in Table 203-11.3(A) shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

The asterisk noted under Table 203-11.3(A) is hereby deleted and replaced with the following:

Once the percent asphalt-rubber binder is determined by the mix design, the tolerance shall be +/-0.5% as determined by California Test Method 382, and this tolerance shall be considered to include all sampling and testing tolerances. Variations of binder content on this basis at or exceeding +/-0.5% from the mix design will be cause to terminate paving operations until changes to provide specified tolerances are verified and approved by the Engineer.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

The amount of asphalt-rubber binder to be mixed with the aggregate for Asphalt-Rubber Hot Mix Type GG will be determined by the Engineer using the samples of aggregates furnished by the Contractor in conformance with the provisions in Section 39-3.03, "Proportioning," of the Standard Specifications. The Engineer will determine the exact amount of asphalt-rubber binder to be mixed with the aggregate in conformance with the provisions in California Test 368 with the following

exceptions. The aggregate shall be mixed with PG 64-16 paving asphalt and the optimum bitumen content shall be determined in conformance with the test procedure. The optimum binder content for Asphalt-Rubber Hot Mix Type GG shall then be determined using the following formula:

A. $OBC_2 = (OBC_1) \times 1.20$

B. OBC_1 = Optimum bitumen content using PG 64-16 paving asphalt

C. OBC_2 = Optimum bitumen content using asphalt-rubber binder

The asphalt-rubber binder content of the Asphalt-Rubber Hot Mix Type GG will be determined by California Test Method 382.

203-11.4 Mixing.

The third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent combined paving asphalt and asphalt modifier, and 20 percent CRM. The temperature of the blended asphalt and modifier shall be between 190 degrees C (375 Fahrenheit) minimum and 226 degrees C (440 Fahrenheit) maximum when the CRM is added. The temperature shall not exceed 6 degrees C (10 Fahrenheit) below the actual flash point of the mixture. The CRM shall be combined and mixed together in an asphalt-rubber mechanical blender meeting the requirements of 203-11.5. The combined asphalt and CRM shall be pumped into a reaction tank or distributor truck meeting the requirements of 203-11.5, Item 3A). The required mixing/reaction time shall be **90** minutes minimum. The temperature of the asphalt-rubber mixture shall be between 194 degrees C (**380** Fahrenheit) minimum to 218 degrees C (425 Fahrenheit) maximum during the reaction period.

After reacting, the asphalt-rubber binder shall conform to the requirements in Table 203-11.4(A). The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material, but no less than 90 minutes. Once established, the minimum reaction period shall remain unchanged, unless there are changes in materials or equipment that may affect rubber digestion, in which case a new reaction period shall be established per specifications. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt-Rubber Batch Log.

Inability to maintain reaction temperatures above specified minimums will be cause to terminate paving operations. Contractor is reminded that if the reaction tank does not have a gas retort heating system capable of raising the temperature of its contents at least 20 degrees per hour, there exists the inherent potential for such below

minimum temperatures to become an irreversible condition. **Certification was previously provided at time of bid opening in the bid that the asphalt-rubber hot mix plant owner, the paving subcontractor, and asphalt-rubber supplier have been made fully aware of these provisions.**

Contractor shall test viscosity and record the following information for every tank of asphalt-rubber prior to being transferred to storage or directed to feed to the hot mix plant:

- 1) Temperature of stored asphalt cement material at time of loading
- 2) Time at which the reaction tank is fully loaded
- 3) Tons of asphalt-rubber added to the tank for the batch
- 4) Total asphalt-rubber in the tank after loading
- 5) The beginning time of reaction (Fully loaded and above 380° F)
- 6) Binder temperature at time of sampling
- 7) Temperature of tested material
- 8) Viscosity reading
- 9) Time of viscosity test (All test results must be prior to use.)

If more than 20% of a batch is holdover material, the reaction time may be reduced, but a line item must be provided on the Asphalt-Rubber Batch Log showing items 6), 7) and 8) for a test just prior to loading new material. Reaction shall be considered to begin after all material is added. If more than 20% is holdover material, reaction time can be reduced to the fraction of total material that is holdover material, times 90 minutes, but shall be no less than 20 minutes.

A copy of the Asphalt-Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the City within 1 1/2 hours of ending production of ARHM for the day. To fit 8 1/2 x 11-inch sheets, the circle chart may be faxed in 2 parts with an overlap. See Subsection 203-11.5 for circle chart requirements.

The Maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit) in Table 203-11.4(A) is hereby changed to 2400 Centipoise.

The first fully reacted passing sample on each batch, prior to transfer to storage or converting to feed to the ARHM mix plant shall be poured into a clean gallon can that has been pre-certified by the Engineer. It shall be the responsibility of the contractor to ensure that sufficient sample cans with lids are at the plant, such that the can be pre-certified at least three days prior to use. If the Engineer is not at the plant at start up, the Engineer will provide certified labels, which are pre-numbered and signed by Engineer to be affixed to the cans as they are consecutively used by number.

The Contractor shall conduct sampling such that the pre-certified sample can numbers correspond to the batch numbers beginning with one at the start of the project, increasing consecutively with each batch, without restarting the count at any point. After testing and recording the information for the batch, the corresponding pre-certified sample can shall be filled and stored for the duration of the project or until the Engineer takes possession of the can.

203-11.4.1 The second and third sentences of Item Number 3 under Test Procedure is hereby deleted and replaced with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder to full immersion and wait 5 seconds. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

- A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt-rubber is in any stage of production. Seven days before production of asphalt-rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt-rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt-rubber shall be terminated if this procedure is not followed and will not be restarted until

Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt-rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

- B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

302-9 Asphalt-Rubber Hot Mix (ARHM).

302-9.1 General.

ARHM-GG construction on system III streets shall be performed on a different day than on intersections that are not contiguous with a system III street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.

ARHM-GG shall be complete in all areas prior to slurry.

Tack coat material for overlay shall be SS-lh applied at a rate of 0.32 liter per square meter (0.08 gal/SY) on all areas except on ARAM, where tack coat shall be at a rate of 0.24 liter per square meter (0.05 gal/SY).

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

302-9.2 Mixing Binder with Aggregate.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

302-9.4 Distribution and Spreading.

The ambient temperature shall not exceed 105F at time of placing ARHM.

The temperature of ARHM shall be minimum 290 degrees Fahrenheit directly behind the paving machine and high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joints without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines can not be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

Contractor shall provide 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

302-9.5 Rolling.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Join lines between successive runs shall be within 150 mm (6 inches) of lane lines or a minimum of 3.6 m (12 feet) outside of the outer most lane line.

Initial breakdown rolling shall be static. Breakdown roller shall make two passes over all areas. A pass shall mean one passage of the roller over an area.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates. Intermediate roller shall make 2 passes unless otherwise directed or approved by the Engineer.

The rolling pattern shall be approved by the Engineer and once established, the rolling pattern shall remain consistent, unless conditions change and a modified rolling pattern is needed to conform to specification. Engineer shall be notified immediately on change of rolling pattern.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

A finish roller shall be provided in addition to intermediate rolling to perform all finish rolling, such that the intermediate roller can stay immediately behind the breakdown roller at all times.

302-9.6 Rock Dust Blotter. The second sentence of Subsection 302-9.6 is hereby deleted and replaced with the following:

Rock dust blotter shall be washed concrete sand per Fine Aggregate in Section 90, spread at rate of 2 to 3 pounds per square yard as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARHM-GG shall be thoroughly swept before spreading any binder.

12.01 Warranty

The Contractor shall warranty the materials and workmanship of the Asphalt-Rubber Hot Mix (Type GG), for a period of 365 days, and shall repair defects identified during the warranty period, in conformance with these special provisions. The warranty period shall start upon acceptance of the pavement.

During the warranty period, should an area of ARHM (TypeGG) be found to be defective, the Engineer will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete the repairs within 60 days from the date of the notification letter, unless the Engineer determines that weather conditions are unsuitable, in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications, for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

The Engineer shall decide all questions which arise as to the performance of the Asphalt-Rubber Hot Mix (Type GG) during the warranty period and as to the acceptable fulfillment of the warranty, in conformance with the provisions in Section 5-1.01, "Authority of the Engineer," of the Standard Specifications.

Construction area signs, shown on the plans, shall be removed upon completion of the contract item work, except for work required by the warranty. During the warranty period, the Contractor shall place and maintain signs in conformance with Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these special provisions. Signs shall be, at the Contractor's option, either stationary mounted or portable signs conforming to the provisions in "Construction Area Signs" of these special provisions.

At least 7 days prior to beginning placement of the leveling course under the Asphalt-Rubber Hot Mix (Type GG), the Contractor shall submit to the Engineer a written list of existing defective areas, identifying the lane direction, lane number, starting and ending highway post locations and defect type. Within 7 working days of receiving the list of existing defective areas, the Engineer will review the list and provide the Contractor written approval or revisions of the areas, as being excluded from the warranty.

Alligator pavement shall mean areas of pavement surrounded by cracks on the full perimeter where the maximum dimension of the area within the perimeter is less than 10 inches, and such areas are multiple and clustered together contiguous to each other. Defects in the existing surfacing which may qualify areas for exclusion from the warranty include: Rutting greater than 9mm in combination with flushing of surface pavement as flushing as defined herein in more than 10% of the rutted area; rutting greater than 9 mm in combination with alligator cracking in more that 15% of the rutted area; patches of cold mixed asphalt concrete placed within the last 12 months. Rutting that shall be excluded from the warranty is defined as a longitudinal depression in the wheel path that, when measured by placing a straightedge 3.6± 0.06-m long on the finished surface and perpendicular with the center line, varies more than 9 mm from the lower edge of the straightedge, in combination with alligator cracking or flushing in the percentages described above. Segments of the project excluded from warranty for rutting or cracking shall be warranted for the other criteria. Segments repaired by the Contractor shall be warranted for all criteria. Placement of the Asphalt-Rubber Hot

Mix (Type GG) shall not begin until the Engineer has approved the list of existing defective areas, and repairs included in the contract have been made. The Asphalt-Rubber Hot Mix (Type GG) placed over areas shown on the plans or designated by the Engineer to be repaired shall be warranted.

When it is anticipated that there will be a suspension of work of more than 120 days, the Contractor may request in writing that a separate warranty period be established for the portion of Asphalt-Rubber Hot Mix (Type GG) already completed. If the Engineer determines that the designated portion of Asphalt-Rubber Hot Mix (Type GG) work has been completed in conformance with the requirements of the contract, the Engineer will recommend that the Director relieve the Contractor of the duty of maintaining and protecting the designated portion of Asphalt-Rubber Hot Mix (Type GG) work in conformance with the provisions in Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, except for work required by the warranty, and the Engineer will notify the Contractor in writing of the date of the start of the separate warranty period and the date on which the separate warranty period will be complete. The relief from maintenance and responsibility shall apply to the designated portion of Asphalt-Rubber Hot Mix (Type GG) only, and does not constitute completion of a contract item of work. Upon completion of the separate warranty period, no further work will be required on the designated portion of Asphalt-Rubber Hot Mix (Type GG). No separate interim estimate will be prepared for the designated portion of Asphalt-Rubber Hot Mix (Type GG). No more than one separate warranty period will be allowed during the contract.

The following criteria for identifying defective material placed by the Contractor shall apply to the Asphalt-Rubber Hot Mix (Type GG) during the warranty period:

- A. Rutting consists of a longitudinal surface depression in the wheel path which is, when measured by placing a straightedge, 3.6 ± 0.06 -m long on the finished surface and perpendicular with the center line varies more than 9 mm from the lower edge of the straightedge for a 20-m length.
- B. Raveling consists of the separation of the aggregate from the binder.
- C. Flushing consists of the occurrence of a film of bituminous material on the surface of the rubberized asphalt concrete (Type GG) which results in a coefficient of friction of less than 0.30, determined in conformance with the requirements in California Test 342.
- D. Delamination consists of the loss of the bond between the layers of pavement.
- E. Pot holes consist of the loss of Asphalt-Rubber Hot Mix (Type GG) material, between 0.008-m^2 and 0.5-m^2 .

Lengths of each lane with rutting in the Asphalt-Rubber Hot Mix (Type GG) shall have the 20-m length area repaired. Areas in the Asphalt-Rubber Hot Mix (Type GG), of raveling, flushing or delamination that are greater than 0.5-m^2 , and pot holes shall be considered defective and shall be repaired.

Areas of rutting, raveling, flushing and delamination to be repaired shall be removed to 25 mm depth of the Asphalt-Rubber Hot Mix (Type GG), by cold milling in conformance with these special provisions, for the full lane width and the length of the area determined to be defective, plus 2 m on each end measured along the lane line. The area planed shall then be repaired by placing Asphalt-Rubber Hot Mix (Type GG) in conformance with the provisions in "Asphalt-

Rubber Hot Mix (Type GG)" of these special provisions, produced by the same plant and aggregate source as original ARHM-GG.

If the area between 2 consecutive repairs, except repairs of pot holes is less than 6 m in length, measured along the lane line, that area shall also be repaired.

If the total length of repairs, measured along the lane line, exceeds 60-m of any 300 meter length of a lane or shoulder, an additional layer of Asphalt-Rubber Hot Mix (Type GG) in conformance with the provisions in ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG) of these special provisions, 30 mm in thickness, shall be placed on that 300 meter length on lanes and shoulders. If a continuous area of 60 m or more in length, within that 300 meter length, has not been repaired and does not contain defective areas, the additional layer of Asphalt-Rubber Hot Mix (Type GG) will not be required on that area. If placement of the additional layer will interfere with the location, clearances or function of highway facilities, areas requiring the additional layer shall be removed to the full depth of the Asphalt-Rubber Hot Mix (Type GG), by cold milling and Asphalt-Rubber Hot Mix (Type GG) shall be placed in conformance with the provisions in ASPHALT-RUBBER HOT MIX – GAP GRADED (ARHM-GG) of these special provisions and as shown on the plans.

Areas of rutting, raveling, flushing, delamination, or pot holes which create a condition hazardous to traffic shall be temporarily patched by placing a layer of commercial quality paving grade asphalt concrete over the defective area, or filling pot holes with that material, to provide a temporary traveling surface, or shall be repaired as specified above.

The Contractor shall begin placing temporary patches within 2 days after notification of the condition by the Engineer and shall complete the work within 3 days of that notification.

Upon 3 days after notification of the Contractor, the Engineer may make or cause to be made the needed temporary patches and provide a detailed billing to the Contractor for the work.

The Contractor shall reimburse the City for the work within 60 days of receipt of the billing, or the costs may be deducted from any moneys due or to become due the Contractor under the contract. If the total area of temporary patching placed or to be placed exceeds 5 percent of any 100-m length of a lane or shoulder, the entire lane or shoulder for that 60-m length shall be repaired as specified above, and the temporary patches previously placed in that 100-m length shall be removed prior to placing the repair.

Temporary patches greater than 0.5-m² in area shall be removed and a repair placed within 20 days after expiration of the warranty period. If the Engineer determines that a temporary patch provides an acceptable traveling surface, the patch may remain in place.

As an alternative to the materials and methods specified above for repairs and temporary patches, the Contractor may use other materials or methods which will provide performance equal to or better than the Asphalt-Rubber Hot Mix (Type GG) placed in conformance with the provisions in "Asphalt-Rubber Hot Mix (Type GG)" of these special provisions, if the alternative materials and methods are approved in writing by the Engineer, except no alternative to removing the full depth of the Asphalt-Rubber Hot Mix (Type GG) specified herein will be allowed for areas of flushing.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor will be charged the cost for the work. This charge will be deducted from any payments due or to become due the Contractor.

Temporary patches and repairs made or caused to be made by the State, due to the Contractor's failure to comply with the requirements of the warranty, shall not void the warranty of the Asphalt-Rubber Hot Mix (Type GG). The Contractor shall continue to warranty the Asphalt-Rubber Hot Mix (Type GG), including areas patched or repaired by the Contractor or by the State, for the remainder of the warranty period.

Warranty will be paid for on a lump sum basis. The contract lump sum price paid for warranty shall include full compensation for providing a warranty for Asphalt-Rubber Hot Mix (Type GG) and for furnishing labor, materials, tools, equipment, and incidentals, and doing the work involved in repairing defective areas in the Asphalt-Rubber Hot Mix (Type GG), including job site inspection, placement and removal of temporary patches, cold planing, repair of defective areas, sealing cracks and replacement of traffic stripes, pavement markings and pavement markers obliterated by patches and repairs, as shown on the plans or described in the specifications, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payment for the warranty item will be made in 10 equal payments. The first payment will be made on the third progress payment date after the warranty period begins, and subsequent payments will be made monthly thereafter. Retention payment for the remainder of the work will be made under normal procedures and within normal timeframes; the payment for Warranty will be independent of other payments including retention. Ten percent retention for any Warranty work actually performed based on estimate of cost by the Engineer will be withheld until 35 days after the Warranty period has expired.

Full compensation for furnishing construction area signs required for the direction of public traffic through or around the work during the warranty period and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans, during the warranty period, shall be considered as included in the cost for warranty and no separate payment will be made therefor.

13. ASPHALT-RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING AND INTERLAYER

ARAM shall conform to Subsection 302-10 of the GREENBOOK, except as modified herein and Caltrans "Material Plant Quality Program" (MPQP) dated July, 2008 with Errata dated October 3, 2011.

302-10 Asphalt-Rubber Aggregate Membrane (ARAM)

Where ARAM is to be placed directly on existing pavement, pavement preparation shall include the following preparation.

Areas as directed by the Engineer shall be skin patched in conformance with Subsection 10.02 of these Special Provisions.

Cracks shall be treated as follows:

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area exceeding 4 feet in minimum dimension. Cracks not fully interconnected in forming a complete perimeter shall be considered singular cracks, unless the maximum dimension across the partial perimeter between cracks can be measured as less than 4-feet. Such pavement area is defined by the cracks forming its perimeter. 1) Contractor shall spray all weeds in cracks with Monsanto brand Roundup, a minimum of 2 weeks prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches wide shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement; 3) all cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of 3/4-inch minimum immediately ahead of the crack filling operation; and 4) all joints and singular cracks between 1/4 inch and 1.5 inches in width shall be filled with Crafcro Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and **shall be thoroughly squeegeed**, as necessary, to attain this result.

All crack preparation shall be performed after cold milling.

Payment for crack filling will be compensated by the lump sum bid item for crack filling. All other preparation work related to crack preparation, including weed killing and power brooming or blowing out cracks will considered included in the unit price bid for ARAM per square yard.

302-10.1 Application

The maximum viscosity of asphalt-rubber material in Table 203-11.4(A) shall be 2400 Centipoise.

The maximum ambient temperature for placement of ARAM shall be 105F.

Temperature of asphalt-rubber spread for ARAM shall be between 395F and 425F.

Asphalt-Rubber shall conform to Subsection 203-11 of GREENBOOK including modification of that section included in these Special Provisions.

Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer.

Item 4. of the second paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

Material shall be applied at a rate between 2.5 and 3.0 Liters per square meter (.60 to .70 gallons per square yard) as directed by the Engineer.

The first sentence of the third paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

The asphalt-rubber mixture may be applied to the roadway immediately after mixing and reacting at a temperature between 201 C (395 F) minimum to 218C (425 F) maximum.

Reference is made to Subsection 7-1.01F Air Pollution Control whereby Contractor shall comply with all air pollution rules and regulations.

302-10.2 Screenings The first sentence of the first paragraph of Subsection 302-10.2 is hereby deleted and replaced with the following:

Following application of asphalt-rubber, screenings shall be placed over all areas receiving asphalt-rubber. Screenings shall conform to quality requirements of Class A aggregate with the following modifications:

Maximum LA Rattler value at 500 revolutions shall be 35.

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than 1/2 the maximum dimension as measured by caliper. Percentage of proportioned particles shall be determined by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

The aggregate for screenings shall conform to following gradations:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4"	100
1/2"	95-100
3/8"	70 -85
No. 4	0-10
No. 8	0-3
No. 200	0-1

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown for screenings shall be considered the Contract Compliance Range. The Operating Range for the 1/2" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARAM may be continued for the remainder of the day. However, another

day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

Trucks for hauling cover material shall be tailgate discharged and shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader. Haul trucks shall also be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short an apron resulting in aggregate spillage while dumping into the receiving hopper.

Screenings shall be coated completely black on the full particle surface with PG 64-16 asphalt at a central mixing plant to prevent free dust, and shall be preheated 127C (260F) to 163C (325F).

Screenings shall be placed at a rate between 32 and 40 pounds per square yard.

All rollers shall be operational at all time unless full roller coverage is complete and cessation of rolling is authorized by the Engineer. The spreader shall not stop over an area of rocks that are spread but not rolled. The spreader shall clear all areas to allow rollers to complete roller coverage without any delay.

A layer of washed concrete sand per Fine Aggregate in Section 90 spread at rate of 2 to 3 pounds per square yard shall be applied as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARAM shall be thoroughly swept before spreading any binder.

14. CUL-DE-SAC ASPHALT CONCRETE OVERLAY

Cul-de-sac AC paving shall be paved prior to slurry. The cul-de-sac bulbs shall be paved with ½-inch Maximum Medium PG 70-10 asphalt concrete in conformance with the Cul-de-sac Bulb typical section. The rolling pattern in the Standard Specifications may be modified at Contractor's discretion to achieve the minimum level of compaction hereby specified as 95 percent of relative maximum density. Payment shall be by the unit price bid for Cul-de-sac AC Overlay including materials, tack coat, placement, compaction, traffic control and all incidentals.

15. STONE MATRIX PAVEMENT.

15.01 Materials.

Asphalt-concrete for stone matrix pavement shall be Type A 1-1/2 inch maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the Standard Specifications and these special provisions.

The amount of asphalt binder to be mixed with the aggregate for Type A 1-1/2 inch asphalt concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregate furnished by the contractor in conformance with Section 39-3.03, Proportioning, of the Standard Specifications.

The grade of asphalt binder to be mixed with aggregate for asphalt concrete shall be PG 70-10 and shall conform to the requirements specified under "Asphalt" elsewhere in these special provisions.

The aggregate for Type A 1-1/2 inch asphalt concrete shall conform to the following grading as determined by the California test 202:

Sieve Size	Limits of Proposed Grading	Operating Range	Contract Compliance
1-1/2 inch		100	100
1 inch		82-94	79-97
3/4 inch		70-85	65-90
3/8 inch		45-60	40-65
No. 4	25-35	x ± 5	x ± 8
No. 8	22-30	x ± 5	x ± 8
No. 30	10-13	x ± 5	x ± 8
No. 200		1-5	1-6

Aggregate for Type A 1-1/2 inch asphalt concrete shall conform to the quality requirements in Section 39-2.02 of the Standard Specifications with the following modifications:

California Test 205 (% Crushed)

Coarse Aggregate (1-1/2 inch x 3/4 inch)	
Contract compliance	90 percent minimum
Coarse aggregate (3/4 inch x #4)	
Contract compliance	90 percent minimum
Fine Aggregate (#4 x #8)	
Contract compliance	70 percent minimum
Los Angeles Rattler Loss at 500 Rev. (max)	35

Eighty-five percent of coarse aggregate shapes shall be “proportioned particles”, a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words “proportioned particles” substituted for “crushed particles”.

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

Coarse aggregate crushed particle count percentage shall be computed separately and all sieve size fractions of the AS RECEIVED sample shall be included in the weighed average percentage. The weighed average percentage of crushed particles retained on the No. 4 sieve shall be 90 percent minimum and each particle shall have two or more fractured faces.

Paragraph 1 of Section 39-3.01A(1) and Section 39-3.01A(2), “Cold Storage” of the Standard Specifications, are amended to read:

Aggregate for Type A 1-1/2 inch asphalt concrete shall be separated into four or more sizes.

Paragraph 2 of Section 39-3.01B, “Hot Storage” of the Standard Specifications, is amended to read:

Aggregate for Type A 1-1/2 inch asphalt concrete shall be separated into four or more sizes.

15.02 Construction

All stone matrix pavement shall be placed by end dump trucks.

Stone matrix construction shall be performed on the full width of both legs of Wake Avenue leading away from Highway 86 (4th Street) to a distance as marked by the Engineer on each leg. The pavement will end at the edge of gutter line on Highway 86. Only lanes in one direction shall be constructed on the same day, including the surface course pavement. Surface course shall not commence until base course is complete in all areas. There shall be no breaks in construction of stone matrix pavement, such that the new finish surface is complete in place in 6 working days.

Areas of stone matrix pavement shall be cold milled to a depth of 12 inches to remove existing pavement and subgrade to proposed subgrade. A base course of stone matrix asphalt concrete 8 inches thick shall be installed in one lift the same day as removals in all areas of removal. Temporary AC ramps shall be installed 10 feet wide to transition from existing grade to grade of top of base pavement.

Paragraph 12 of Section 39-6.01, “General Requirements” of the Standard Specification, is amended to read:

Longitudinal joints in the base course of Stone Matrix asphalt concrete shall be placed not less than 0.5 foot nor more than 1.0 foot of the proposed traffic lane lines. Longitudinal joints in surface course Stone Matrix asphalt concrete shall be within .5 foot of the proposed lane lines and shall be offset a minimum 2 inches from base course joints.

Stone matrix asphalt concrete shall be compacted to minimum 95% of relative maximum density.

15.03 Payment

Construction of stone matrix asphalt concrete pavement will be compensated at the bid item unit prices for Cold Milling 12-Inch Existing Pavement and Subgrade for excavation and removal, and by the bid item for Stone Matrix Asphalt Concrete for materials and installation of the pavement. All equipment, materials and labor, including temporary pavement installation and removal and traffic control and all incidentals will be considered included in the unit prices bid.

16. EXISTING LOOP DETECTORS

The Contractor or representative will meet with the City Director of Public Works and will clearly mark existing loops not to be damaged or removed.

If any part of the loop conductor, including the portion leading to the adjacent pull box, is damaged by the Contractor's operations, the entire detector loop shall be replaced. If any adjacent loop(s) are/is damaged during such replacement, that loop shall also be replaced.

17. TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Traffic striping, pavement markings and pavement markers shall be replaced in kind and on the same pattern as existing in conformance with these Special Provisions.

All details and dimensions for traffic striping and marking shall conform to the Caltrans Traffic Manual and Maintenance Manual.

17.01 Layout, Alignment, and Spotting. The Contractor shall furnish the necessary control points for all striping, markers and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Contractor shall supply the Engineer with a copy of a complete inventory of striping, markers and marking prior to any cold milling or installation of any material. For each stripe, marker and marking, the inventory shall include sufficient definition about type of marker, stripe or marking, and dimensions for control points to allow for accurate reestablishment.

In no case shall any section of street be left without the proper striping for more than 48 hours, or over weekends or holidays.

17.02 Application of Paint. All paint shall be applied in two coats. The second coat shall be applied no less than 24 hours from application of the first coat and the first coat applied within 48 hours paving.

Paint for traffic striping shall be rapid dry type per Subsection 84-3.02 of the Standard Specifications. Reflective material, as specified in Subsection 84-3.02 of the Standard Specifications and these Special Provisions, shall be dropped on during application.

Paint for crosswalks, stop bars, arrows, other pavement legends and reflectorized curb markings shall be rapid dry type per Subsection 84-3.02 of the Standards Specifications, with reflective material added directly to the paint during manufacture.

17.03 Payment for traffic striping, markings and markers will be considered included in the lump-sum price bid for signing and striping and no additional compensation will be allowed therefor.

18. UTILITY COVER ADJUSTMENTS TO GRADE

Manholes shall be adjusted to grade in accordance with Section 302-5.8, "Manholes," of the GREENBOOK and as supplemented herein.

18.01 Reference Setting.

Contractor shall note and reference the locations of the manholes and water valves and vaults prior to placing pavement in order to locate and raise them following the work. Manhole, water valve and of vault locations and distance from reference points to the center of each such facility shall be marked on either a curb face or other reference point indicators (stakes) by contractor prior to be getting any paving.

18.02 Adjustment to Grade

Contractor shall lower manhole and water valves within areas designated for cold milling prior to cold milling operations. Each such manhole water valve or utility box shall be lowered to a depth below the required milling depth. Frames and covers and utility boxes shall be removed to the city yard facility and a ½" thick steel plate shall be provided to cover the hole where the utility facility exists. Temporary AC shall be provided to fill any voids in the roadway surface which remain after the cover is in its final lowered position.

After completion of paving, the facility shall be raised to grade. The finish grade of raised facilities shall be ¼-inch below the finish grade of the asphalt concrete pavement.

Contractor shall exercise care such that rocks, dirt and debris do not enter sewer lines.

The water valves shall be raised as follows: the asphalt pavement immediately adjacent to the water valve shall be removed, the existing frame and cover removed, the existing sleeve extended or replaced with matching material to extend from the valve to the new valve frame elevation, the water valve frame and cover placed to match the respective water district's standards, the water valve and cover and adjusted to proper grade, and the pavement replaced with a minimum of two inches of asphalt concrete.

Contractor shall notify the respective utility owners at least five working days in advance of the paving operations and again after completion of paving operations. Such notifications of utilities to be adjusted to grade by others shall be made in writing. Contractor shall mark locations of utilities for those locations of facilities to be adjusted to grade by others.

The Contractor shall take care to insure no intrusion of gravel or pulverized material into the manholes or valve stem areas.

18.03 Payment.

Compensation for raising utility facilities to grade based on the applicable bid item for each type of facility and type of adjustment, and whether single or double. Single shall mean leaving the facility in place until paving is complete and raising the grade thereafter. Double shall mean removing the facility prior to paving and reestablishing the facility at finish grade per specifications after paving. The unit price bid shall be considered full compensation for removing the facility, and storing and replacing it as applicable, protecting the facility at all times during the procedure and as specified, and resetting the facility at finish grade, including all materials, equipment and labor and incidentals.

19. COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation" and 8-1.10, "Utility and Non-Highway Facilities" of the Standards Specifications.

20. SANITARY ARRANGEMENTS

The Contractor shall make provisions for and maintain in a sanitary manner at the work site all necessary and sanitary conveniences for the workmen, in accordance with the rules and regulations of the State Board of Health.

21. 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 the work in this item shall be considered as included in the cost of the various contract items of work and additional compensation will be made therefore.

22. INSURANCE

The Contractor's attention is directed to the amount of insurance as shown in the General Provisions.

23. CONSTRUCTION CONFERENCE

The Contractor's attention is directed to the preconstruction conference as stated in Section 6 of the General Provisions.

END OF SPECIAL PROVISIONS

Appendix F Project Plans