



CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

SIDEWALK AND ADA RAMPS AT 7TH & K STREET INTERSECTION

BID NO. 2019-01

Funded by: LTA Measure D (Transportation Sales Tax) and TDA
Article 3, Bicycle and Pedestrian Improvements (Transportation
Development Act) Program

CITY OF IMPERIAL
COMMUNITY DEVELOPMENT DEPARTMENT
400 S. Imperial Avenue, Suite A
Imperial, California 92251
(760) 355-1152

FEBRUARY 2019

CITY OF IMPERIAL
STATE OF CALIFORNIA

SIDEWALK AND ADA RAMPS AT
7TH & K STREET INTERSECTION
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INVITATION FOR BIDS

1. GENERAL INFORMATION

The City of Imperial (“the City”) is inviting bids for the Sidewalk and ADA Ramps Project located 7th and K Streets as shown on the construction set of plans.

2. 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, consisting of:

The work consists generally of constructing PCC off-site improvements such as sidewalks, driveways, ADA ramps and Curb and Gutters, utility adjustments and road traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way.

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

3. PROJECT SCHEDULE

To be completed within fourteen (14) calendar days after the issuance of a Notice to Proceed, exclusive of maintenance periods.

4. TRAFFIC REQUIREMENTS

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

5. 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 location 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.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District: Ernie Benitez, (760) 482-3405
2. Southern California Gas: Joe Montenegro, (760) 352-6100
3. SBC - Telephone Company: Mike Ormond, (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 Public Services Department: Jackie Loper, (760) 355-3336

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.

6. 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.

7. REMOVAL OF WATER / DEWATERING

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.

8. 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.

9. PROPOSAL REQUIREMENTS

SEALED PROPOSAL will be accepted at the Office of the City Clerk, City Hall, 420 South Imperial Avenue, Imperial, California until **3:00 p.m.** local time on **Tuesday, March 12, 2019** at which time all proposals will be publicly opened and read aloud.

A summary of the bids will be presented to the City Council at their meeting of Wednesday, March 20, 2019 at 7:00 PM in the City Council Chambers, 200 W. 9th Street, Imperial, California.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

PLANS & SPECIFICATIONS:

Copies of plans and specifications may be obtained at the Community Development Department located at 400 South Imperial Avenue, Suite A; Imperial, CA 92251. Bidders may purchase copies of the bid package (CDs) for a non-refundable fee of thirty-five dollars (\$35), (\$45 if mailed). Checks are to be made payable to The City of Imperial.

Inquiries regarding the purchase of plans should be directed to Isabel Alvarez, Administrative Analyst at (760) 355-3335 or via email at: isabelalvarez@cityofimperial.org

Bidders are also responsible for checking the City's website at www.cityofimperial.org for any addenda that may be posted.

PRE-BID MEETING: A pre-bid meeting will be conducted by the City's Project Manager at **10 a.m.** on **Thursday, March 07, 2019**. The meeting will be held at the City's Community Development Department Conference Room located at **400 South Imperial Avenue, Suite 101; Imperial, CA**. The object of the meeting is to acquaint bidders with the site conditions and mandatory bidding requirements. At that meeting the City's Equal Opportunity Program goals and reporting procedures will be discussed.

No bid will be received unless it is made on the prescribed bid form furnished by the City. Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to The City of Imperial for an amount equal to at least ten percent (10%) of the bid. Such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties are to be returned after the contract is awarded.

In addition to the required documents listed on page 6, the bid may be considered incomplete and be disqualified if any of the following information is not provided.

1. On the bid form(s), the unit price items must be written in figures and total contract price must be written in words and figures. The words and figures shall appear on the blank spaces provided.
2. On pages 23-24 the Subcontractor's Listing shall be completed. If no subcontractor will be used, indicate an "X" mark on the space provided for "No subcontractor."

The contractor shall possess a **Class A and/or C-8** specialty contractor's license at the time this contract is awarded.

Prevailing Wage Rates:

The salary and wage for any classification shall be the higher of the current applicable State of California or Federal wage rates.

In accordance with the provisions of Labor Code §§1770 to 1781 as duly enacted by the State of California, the City's City Council has ascertained the general prevailing rate of wages applicable to the work to be done as those shown in the specifications of the work. Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, 45 Fremont Street, Suite 1160, San Francisco, California, 94105, (415) 703-4774 or from the California Department of Industrial Relations' internet website at <http://www.dir.ca.gov>.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

All bids are to be compared on the basis of the Engineer estimate of the quantities of work to be done. A bid will only be accepted from a contractor who is licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California as amended.

Contractor and Subcontractor Registration with Department of Industrial Relations.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code §4104, or engage in the performance of any contract for public work, as that term is defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5. It is not a violation of Labor Code §1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code §7029.1 or by Public Contract Code §§ 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code §1725.5 at the time the contract is awarded. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's and all subcontractor's current registration to perform public work pursuant to Labor Code §1725.5.

AWARD BASIS: The contract will be awarded based on the lowest responsive and responsible base bid as shown in the bid proposal form. See bid proposal form for further clarification.

Special attention of all prospective bidders is called to "Proposal Requirements and General Conditions" annexed to the blank form of the proposal for full directions as to bidding, etc.

If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, the contractor shall submit satisfactory, documentary proof that the person(s) executing said contract on the behalf of said corporation has authority to do so.

Pursuant to California Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld by the City. Refer to section 1-23 of the General Conditions for further information.

CITY'S RIGHT RESERVED: The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City.

DATE: _____

CITY OF IMPERIAL, CALIFORNIA

Debra Jackson, City Clerk

END OF INVITATION FOR BIDS

REQUIRED DOCUMENTS

The following is a list of documents to be submitted as part of the bid packet. Proposals not containing the following documents could be considered incomplete and are subject to rejection.

- Proposal/Bid Form
- Bid Bond
- Proposal Agreement
- Workers' Compensation Certificate
- Drug/Alcohol Testing Requirements
- Non Collusion Affidavit
- Subcontractor's Listing
- Corporate Certification Partnership Information
- Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion
- Section 3 – Affirmative Action Plan
- Section 3 – Assurance
- Section 3 – Estimated Project Workforce Breakdown
- Section 3 – Proposed Contracts/Subcontracts Breakdown
- Notice of Requirement for Affirmative Action to Ensure Equal Opportunity
- Minority/Women's Business Enterprises Construction Projects
- Contract/Subcontract Certification Concerning State Labor Standards and Prevailing Wages

If the bidder is unable to achieve attainment of Section 3, Minority Business Enterprise or Women's Business Enterprise firms, then documentation of good faith effort will be required to be submitted upon request of the City.

PROPOSAL REQUIREMENTS

1. Examination of Plans, Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work contemplated and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, special provisions and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.
2. Bid Form: All proposals must be made on the bid forms to be obtained from the Community Development Department at 400 South Imperial Avenue, Suite A; Imperial, CA. All bids must give the prices proposed both in writing and figures and must be signed by the bidder with bidders' business address.

If the bid is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, then the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, then the bid must show the name of the State under the laws of which the corporation is chartered and the name, titles and business addresses of the President, Secretary and Treasurer. A certification by the legal representative of the firm must be included in the bid.

3. Rejection of Bid Containing Alterations, Erasures or Irregularities: Proposals may be rejected if they show any alterations of form additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
4. The Bid may be withdrawn upon request by the bidder without prejudice prior to, but not after the time fixed for opening of bids provided that the request is in writing, has been executed by the bidder or the bidders duly authorized representative and is filed with the City Clerk.
 - 4.1 Omissions and Discrepancies: If the bidder finds discrepancies in or omissions on the drawings, or other contract documents or if bidder is in doubt as to their meaning, the bidder should at once notify the Community Development Director who may send a written instruction to all bidders.
 - 4.2 Interpretations and Addenda: No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Community Development Director.
 - 4.3 The City reserves the right to reject any or all bids.
5. Bidder's Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bid bond made payable to The City of Imperial for an amount equal to at least five percent (5%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bid bond is enclosed therewith.
 - 5.1 Return of Bid Guaranty: Within ten (10) days after the award of the contract, the City Council will return the bid guaranties accompanying the bids, which are not to be

considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.

- 5.2 Execution of Contract: The contract and contract documents shall be signed by the successful bidder and returned together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice the contract has been awarded. No bid shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.
- 5.3 Sureties: The successful bidder shall also promptly secure with a responsible corporate surety or corporate sureties satisfactory bonds conditioned upon faithful performance by the said bidder of all the requirements under the contract and upon the payment of claims of any material men and laborers thereunder.
6. Award of Contract: The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose bid complies with all the requirements prescribed. The lowest bid shall be the lowest base bid price on the base contract and those additive or deductive items that are specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. The award, if made, will be made within ninety (90) calendar days after the opening of the proposals. All bids will be compared on the basis of the Engineer estimate of quantities of work to be done.
7. Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the Community Development Director or his agents.
8. Removal of Defective and Unauthorized Work: All work which is defective in its construction or deficient in any of the requirements of these specifications, special provisions or plans shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the Community Development Director, or any extra work done without written authority will be considered as unauthorized and will not be paid for.
9. Upon failure on the part of the Contractor to comply with any order of the Community Development Director made under these provisions, the Community Development Director shall be the authority to cause defective work to be removed and to deduct the costs thereof from any monies due or to become due to the Contractor.
10. Final Inspection: Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean up performed, the Community Services Director will make the final inspection at the site.
11. Amount of Bonds: The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the contract price.

The bond for material men and laborers shall be in an amount equal to not less than one hundred percent (100%) of the contract price. Form of bond required may be examined

at the office of the Community Development Director; copies will be furnished, if desired, to prospective bidders.

Payment and performance bonds shall be executed by a California-admitted surety insurer with a minimum A. M. Best Company rating of A+, Class VII.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient or the City Council has cause to believe such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the contractor or any assignee of the contractor until such further bond or bonds or additional surety has been furnished.

12. Compliance with Laws and Regulations: No proposal for work will be accepted from a contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, as amended. The contractor awarded the contract shall also submit the Contractor's Certification of Qualifications for License Classification contained in these contract documents along with the submission of the executed contract and acceptable sureties. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.
13. PREVAILING WAGES: In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of The City of Imperial has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."

END OF PROPOSAL REQUIREMENTS

CITY OF IMPERIAL EQUAL OPPORTUNITY

The Civil Rights, Housing and Community Development and Age Discrimination Acts Assurances:

During the performance of this contract, The City of Imperial assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, gender, age, disability, religion, familial status or religious preference, under any grant activity funded by Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

Rehabilitation Act of 1973 and the "504 Coordinator"

The City of Imperial further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local law enforcement of this Act, as the "504 Coordinator."

The Training Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliances:

1. The grant activity to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The City of Imperial will include these Section 3 clauses in every contract and subcontract for work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that The City of Imperial or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24

CFR Part 135 and, will not let any contract unless The City of Imperial or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided to the grant activity, binding upon The City of Imperial, its successors, and assigns. Failure to fulfill these requirements shall subject The City of Imperial, its contractors, subcontractors, successors and assigns to those sanctions specified by the contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Americans with Disabilities Act (ADA) of 1990

By signing this contract, The City of Imperial assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assurances of Compliance with Requirements Placed on Construction Contract of Ten Thousand Dollars (\$10,000) or More

The City of Imperial hereby agrees to place in every contract and subcontract for construction exceeding ten thousand dollars (\$10,000) the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity and the Construction Contract Specifications. The City of Imperial furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

PROPOSAL BID FORM

TO THE CITY OF IMPERIAL:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and labor and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

The undersigned, having familiarized () himself or herself, () themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the Form of Designation of Subcontractors, the Form of Contract, the Form of Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, the General Scope of Work, and Technical Specification, the Drawings and any and all Addenda issued prior to the date of submission of this bid, on file at the City Clerk’s office hereby propose to furnish all labor, materials, equipment, mechanical workmanship, transportation and services required to construct and complete the

SIDEWALK AND ADA RAMPS AT 7TH & K STREET INTERSECTION / Imperial, CA

For the total sum of:

_____ Dollars

(\$ _____), hereinafter called Base Bid Price

Contingency Allowance: (Included in Base Bid)

Allow a lump sum of thirty thousand (\$30,000) dollars for the permit fees, additional work, furnishings, and equipment not indicated in the contract documents as required by the owner. At time of project closeout, unused amounts remaining in contingency allowance shall be credited back to the owner by change order and direct allowance costs in excess of the stated allowance limits shall be added to the contract amount by change order. Contingency funds shall only be used through the proper change order procedure as outlined in the General Conditions Section 1-20 (“Changes”) and only when absolutely necessary.

The undersigned hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm.

In submitting this bid, it is understood that the right is reserved by The City of Imperial to reject any or all bids and to waive any informality in the bids.

If written notice of acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the opening thereof, or any time thereafter before this is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Surety in the Sum of

_____ Dollars

(\$ _____), in the form of _____

is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit in proof that undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

Also attached hereto is listing of all subcontractors that the bidder proposed to use in the work of this contract.

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:

None _____; No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____; No. 5 _____

2.00 – The undersign hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

3.00 – The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm:

Address of firm: _____

Telephone Number: () _____ Fax Number: () _____

Contractor's License Number: _____ Type: _____

Signed: _____ Date: _____

END OF PROPOSAL/BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, Principal is herewith submitting a bid for the work entitled "SIDEWALK AND ADA RAMPS AT 7TH & K STREET INTERSECTION."

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the bid enters into, executes and delivers to owner an agreement in the form provided herewith, and if Principal within the time specified in the bid gives to the owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to owner said agreement in the time stated in the bid or should fail or refuse to furnish performance bond and payment bond in the time stated in the bid, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND, IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind of nature whatsoever that will not discharge, Principal shall operate as a release of liability of Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this _____ day of _____, 2019.

BY: _____

BY: _____

Insurance companies A.M. Best Company identifying number: _____

END OF BID BOND

PROPOSAL AGREEMENT

The undersigned agrees that this bid may not be withdrawn within a period of ninety (90) days from the opening thereof, and further agrees that in case of default in executing the required contract with necessary bonds with the ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of The City of Imperial, California.

The certified or cashier's check, cash deposit or bid bond accompanying this proposal is in the amount of five percent (10%) or more of the aggregate amount of this bid.

The undersigned is licensed in accordance with the Laws of the State of California.

License Number: _____ Class: _____

Company

Business Address

Telephone Number

Fax Number

Signature Bidder

Date

END OF PROPOSAL

AGREEMENT

**CITY OF IMPERIAL
CONSTRUCTION SERVICES AGREEMENT**

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”), is made and effective _____, by and between City of Imperial, a municipal corporation ("AGENCY"), and [insert contractor name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of PCC off-site improvements such as sidewalks, driveways, ADA ramps and Curb and Gutters, utility adjustments and road traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way for the SIDEWALK AND ADA RAMPS AT 7TH & K STREETS (hereinafter “Project”).

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice to Proceed from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the AGENCY comprises the entire “Project” and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within fourteen (14) consecutive calendar days.

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of _____ (\$____.00).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire

portion or percentage of liability not attributable to the active negligence of AGENCY.

VII. PREVAILING WAGES

- A. In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of The City of Imperial has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

X. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XI. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR’s Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder’s risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder’s risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if

applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIII. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to

perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____, is authorized to act for and bind the corporation.

XV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVI. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
 - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those

- indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
 - C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of five hundred dollars (\$500.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section II of this AGREEMENT for Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

XVIII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XIX. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Invitation for Bids/Advertisement.
- 6.2 Proposal Requirements.
- 6.3 General Conditions
- 6.4 Supplemental General Conditions (State)
- 6.5 Specifications
- 6.6 Special Provisions
- 6.7 Proposal Bid Form
- 6.8 Bid Bond
- 6.9 Proposal Agreement
- 6.10 Agreement
- 6.11 Faithful Performance Bond
- 6.12 Labor and Material Bond
- 6.13 Workers' Compensation Insurance Certification
- 6.14 Subcontractor's Listing
- 6.15 Non Collusion Affidavit
- 6.16 Drug and Alcohol Testing Requirements
- 6.17 Corporate Certification or Partnership Information
- 6.18 Contractor's Certification of Qualification
for License Classification

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

The Contract Documents may only be amended by Change Order as provided in section 1-20 of the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

XX. ENTIRE CONTRACT

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR
[Name of Contractor]

AGENCY
City of Imperial

By: _____

By: _____

Title: _____

Stefan T. Chatwin, City Manager

Date: _____

Date: _____

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

By: _____
Dennis H. Morita, City Attorney

FAITHFUL PERFORMANCE BOND

Whereas, The City Council of The City of Imperial, State of California, and _____ (hereinafter designated as “principal”) have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2019, and identified as project _____, is hereby referred to and made a part hereof; and

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

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto The City of Imperial (hereinafter designated as “Imperial”) in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Imperial, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

In Witness Whereof, this instrument has been duly executed by the principal and surety above named, on _____, 2019.

PRINCIPAL

SURETY

BY _____
ATTORNEY IN FACT

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIAL BOND

Whereas, The City Council of The City of Imperial, State of California, and _____ (hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 2019, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with The City of Imperial to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto The City of Imperial and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by The City of Imperial in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

PRINCIPAL

SURETY

BY _____
ATTORNEY IN FACT

END OF LABOR AND MATERIAL BOND

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by Labor Code §§1860 and 1861:

I am aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Date

Contractor's Name

Contractor's Signature

Title

ATTEST:

By _____
Signature

Title

END OF WORKERS' COMPENSATION INSURANCE CERTIFICATE

DRUG/ALCOHOL TESTING REQUIREMENTS

The Contractor shall execute the following form as required by the Federal Drug and Alcohol, section 49 CFR Part 382.

I agree to comply with the provisions of Federal Omnibus Transportation Employee Testing Act of 1991, and that I will administer a program of alcohol and drug testing of all commercial vehicle operators, as required by Federal Regulations.

Contractor certifies compliance with The City of Imperial's Drug and Alcohol Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. section 701 *et seq.*) In addition, Contractor agrees to submit a copy of its own drug free workplace policy.

Dated _____

Contractor's Name

Contractor's Signature

Title

END OF DRUG/ALCOHOL TESTING REQUIREMENTS

SUBCONTRACTORS LISTING

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.005%) of the prime contractor's total bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The prime contractor shall list only one subcontractor for each portion of the WORK. **If the Bidder does NOT intend to use ANY subcontractors, then state "NONE" in the first block.**

The Bidder's attention is directed to the provisions of the section entitled "Subcontract Limitations" of the Supplementary General Conditions which stipulates the percent of the WORK to be performed with the Bidders' own forces. **Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.**

PORTION OF WORK	NAME	PLACE OF BUSINESS ADDRESS/TELEPHONE No	DIR NUMBER

* No subcontractor will be used for this project.

*Indicate if no subcontractor will be used.

END OF SUBCONTRACTORS LISTING

NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Imperial) ss

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; and 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.

Date: _____

Contractor's Name

Contractor's Signature

Title

END OF NONCOLLUSION AFFIDAVIT

CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

Name of Corporation or Partnership

State of Incorporation

List names and addresses of each partner, or titles, names and business addresses of President, Secretary and Treasurer.

Date _____

Contractor _____

Signature _____

Title _____

ATTEST:

Signature by

Title

END OF CORPORATE CERTIFICATION

**CONTRACTOR'S CERTIFICATION OF QUALIFICATION
FOR LICENSE CLASSIFICATION**

After award of the contract, the Contractor, whether an individual, co-partnership, limited partnership, corporation, or any other combination or organization, shall execute the following form:

1. If an individual, I hereby certify that I am, or my responsible managing employee _____ (insert name) is, qualified for the license classification called for in these contract documents.
2. If a co-partnership or limited partnership, the general partner hereby certifies that the general partner _____ (insert name), or responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.
3. If a corporation, or any other combination or organization, the responsible managing officer _____ (insert name), or a responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.

If the individual who qualifies the Contractor for the license classification called for in these contract documents changes during the progress of the work, then Contractor shall, within seven (7) days of any such change, notify the Director of Public Works in writing of such change, including the name, license number and status of the individual.

For the purpose of this Certification, a responsible managing employee shall mean an individual who is a bona fide employee of the Contractor and is actively engaged in the classification of work for which that individual is the qualifying person on behalf of the Contractor under California law.

DATED: _____ CONTRACTOR: _____

SIGNATURE: _____ TITLE: _____

ATTEST:

SIGNATURE BY: _____

TITLE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

LOWER TIER COVERED TRANSACTIONS

NONDEBARMENT CERTIFICATION

(TO BE COMPLETED AND SUBMITTED WITH BID)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name & Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (“DOL”) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded” as used in this clause have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting the 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 DOL.
6. The prospective recipient of Federal assistance funds 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,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under section 5 of these instructions, if a participant in a covered transactions 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 DOL may pursue available remedies, including suspension and/or debarment.

Section 3 of the Housing & Urban Development Act of 1968

This project is funded in part by the Community Development Block Grant and as such requires compliance with Section 3 regulations. Any contractor bidding this project will be required to follow the guidelines set below to be considered for responsiveness to the Section 3 requirements.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that Housing and Urban Development (“HUD”) funds are typically one of the largest sources of Federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low and very low income persons or business concerns residing in the community where the project is located.

What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead based paint hazards) or other public construction such as street repair, sewage line repair or installation, updates to building façades, etc.

How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise program?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents and the businesses that employ these persons within their community regardless of race and/or gender.

Please contact HUD’s Office of Small and Disadvantaged Business Utilization at (202) 708-1428 to learn more about these programs.

Note: This project also has MBE/WBE usage requirements.

What does the term Section 3 Business Concern mean?

Section 3 business concerns are businesses located in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended that can provide evidence that they meet one of the following:

- a) Fifty one percent (51%) or more owned by Section 3 residents; or
- b) At least thirty percent (30%) of its full time employees include persons that are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two (2) sections.

What does the term “Section 3 resident” mean?

A “Section 3 resident” is: 1) a public housing resident; or 2) a low or very low income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

How is “low-income” determined?

The term “low-income” is used in the Section 3 regulation to include both low and very low income individuals. Local income levels can be obtained online at: <http://www.huduser.org/DATASETS/il.html>. The Income Levels for the Imperial County have also been incorporated into this bid document on page 47 for your use.

What is a “new hire”?

A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created during the expenditure of Section 3 covered financial assistance.

Preference for Contracting with Section 3 Business Concerns

The City, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

- **Category 1:** Business concerns that are fifty one percent (51%) or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes thirty percent (30%) of these persons as employees.

- **Category 2:** Business concerns that are fifty one percent (51%) or more owned by residents of the Authority’s public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes thirty percent (30%) of these persons as employees.

- **Category 3:** Business concerns that are fifty one percent (51%) or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than thirty percent (30%) Section 3 residents (category 4 business); or that subcontract in excess of twenty five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by the City.

Contractor’s Requirements in Employing Section 3 participants:

Under the Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

a) ~~Category 1 – Section 3 Resident~~

~~Residents of the housing development or developments for which the contract shall be expended.~~

b) ~~Category 2 – Section 3 Resident~~

~~Residents residing in The City of Imperial who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).~~

c) ~~Category 3 – Section 8 Resident~~

~~Residents of Section 8 of the Imperial Valley Housing Authority.~~

Contractors Requirements to Inform The City of Imperial

The Contractor must inform the City at the time of bid, which work will be performed by Section 3 participants, by providing the following:

- ~~○ Names of the Section 3 business concerns to be utilized,~~
- ~~○ Estimates of the number of employees to be utilized for contract,~~
- ~~○ Projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis-Bacon and/or California prevailing wage)~~
- ~~○ Efforts that will be utilized to seek Section 3 participants.~~
- ~~○ Documentation of good faith effort (Described below)~~

Resident Hiring Requirements

The following scale for resident hiring is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in the City contracted labor efforts. A prime contractor may satisfy resident hiring requirements through its subcontractors.

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1.5% of the labor dollars

~~With this sliding formula, it is expected that an appropriate number of neighborhood residents and Imperial Valley Public Housing residents and with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy Imperial resident hiring requirement set forth above by the following means:~~

- ~~1. Subcontract or joint venture with a resident owned business. The business must be fifty one percent (51%) or more owned by public housing residents, or subcontract/joint venture with a business that employs full time thirty percent (30%) or more low and very income individuals within The City of Imperial, or~~
- ~~2. Direct hiring of City of Imperial public housing residents and/or low and very low-income neighborhood residents based on the Resident Hiring Scale, or~~
- ~~3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or~~
- ~~4. Contractor makes a contribution to an Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.~~

Where can I find Section 3 businesses?

~~Some of the resources recommended for assistance in locating Section 3 contractors include:~~

~~Caltrans Civil Rights Program
Business Enterprise Program
(916) 324-1700 or toll free at 1-866-810-6346~~

~~Civil Rights Website: <http://www.dot.ca.gov/hp/bep>~~

~~Small Business Administration
550 W. C St, Suite 550
San Diego, CA~~

~~Imperial Valley Housing Authority
1401 D St.
Brawley, CA~~

~~Employment Development Department
1550 W. Main St.
Imperial, CA~~

Where can I find Section 3 residents?

~~Some of the resources recommended for assistance in locating Section 3 residents include:~~

~~Imperial Valley Housing Authority
1401 D St.
Brawley, CA~~

Employment Development Department
1550 W. Main St.
Imperial, CA

~~Posting for acceptance of job applications from Section 3 residents will be required at the construction site.~~

What Section 3 documentation is required to be submitted with the bid proposal?

~~In order to be a responsible and/or responsive, a bidder must make good faith efforts to hire the required level of Section 3 business concerns, Section 3 residents, or both. This requirement can be met in either of two ways. First, the bidder can meet the goal, documenting the hiring of Section 3 business concerns or residents. Second, if the bidder will be unable to make the Section 3 goal, it can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve the Section 3 requirement which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient Section 3 participation, even if they were not fully successful.~~

~~Because all subcontractors must be listed on page 42 of this bid packet titled "Bidder Section 3 Commitment for Construction Contracts," any Section 3 Business Concerns being utilized for the construction project will need to be located prior to the submittal of the bid. Therefore, all good faith efforts to locate and utilize Section 3 Business Concerns must be made, and documented, prior to the submittal of the bid. All documentation of the bidder's good faith effort must be submitted upon request of the City. Examples of documentation include, but are not limited to, publications, fax confirmations, certified mail receipts, etc. Notes and messages from the bidder will not be considered good faith effort documentation.~~

~~Hiring of Section 3 residents is an effort that will have to be made by the successful bidder; however, this effort can be made after award. No good faith effort documentation for the hiring of Section 3 residents will be required with the submittal of the bid.~~

~~It will be the responsibility of the City's Project Manager to make a fair and reasonable judgment whether a bidder that did not meet the goal, made adequate good faith efforts. Consideration will be given to the quality, quantity and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively try to obtain Section 3 participation sufficient to meet the Section 3 hiring goal.~~

~~Additionally, all bidders will be required to submit with their bids **all** Section 3 documentation included in this bid packet between pages 37 to 41, inclusive. This documentation includes the Section 3 Affirmative Action Plan, Section 3 Assurance, Section 3 Estimated Project Work Force Breakdown, Section 3 Proposed Contracts/Subcontracts Breakdown and Bidder Section 3 Commitment for Construction Contracts.~~

County	Income Category [±]	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Imperial	30% Limits	\$12,550	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
	Very Low Income 50%	\$20,900	\$23,900	\$26,900	\$29,850	\$32,250	\$34,650	\$37,050	\$39,450
	60% Limits	\$25,080	\$28,680	\$32,280	\$35,820	\$38,700	\$41,580	\$44,460	\$47,340
	Low Income 80%	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050

Effective 6/1/18 INCOME LIMITS -----

SECTION 3 AFFIRMATIVE ACTION PLAN
(TO BE COMPLETED AND SUBMITTED WITH BID)

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and
2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

_____ will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

3. The Contractor will establish and maintain a directory of service organization, job referral agencies and manpower training programs operating within, or servicing, project area residents.
4. The Contractor will submit, prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
5. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.
6. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.
7. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.
8. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed, the reasons therefore (attached).

9. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached)
10. For each subcontract, the Contractor will submit, prior to contract award, the Section 3 Affirmative Action Plans of its subcontractors.
11. The Contractor will not attempt to circumvent Section 3 provisions.
12. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents; it will, as a minimum, provide evidence of the following:
 - a. Attempts to recruit from the project area through local advertising media, community organizations and public and private agencies operating within or serving the project area, such as the State Employment Department and the Private Industry Council.
 - b. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.
13. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.
14. The Contractor will provide the Section 3 workforce and business utilization reports required under this Contract.

_____ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature _____ Date: _____

SECTION 3 ASSURANCE

[FORM MUST BE COMPLETED AND SUBMITTED WITH BID]

1. We, the undersigned _____
_____ (representative), as official representative of _____
(contractor) agree to comply with Section 3 requirements for the Sidewalk and ADA
Ramps at 7th & K Streets. It is understood that failure to comply may result in the
following sanctions: cancellations, termination or suspension in whole or in part of this
Contract.

2. Staffing

A. How many positions will be needed on this project? _____

Occupational Categories: (Provide detail in Attachment 1)

B. How many of these positions will be filled by your regular, permanent
employees? _____

C. How many positions are project to be filled by low income area residents?

Occupational Categories: (Provide detail in Attachment 1)

D. How many subcontractors will be utilized for this project? _____

E. Of these subcontractors, how many are Section 3 subcontractors? _____

F. How many businesses/suppliers will be utilized? _____

G. Of these, how many are Section 3 businesses? _____

3. Complete Attachment 2.

Authorized Signature _____ Date: _____

SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN (Attachment 1)

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions not Occupied	Number of Positions to be filled with Section 3 residents
Supervisor				
Professional				
Technical				
Office / Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individuals residing with the Section 3 Area whose family income does not exceed eighty percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located.

NOTE: This document must be completed and submitted with bid documents.

Date: _____

Company

Project

Project Number

Person Completing Form

SECTION 3 PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN (Attachment 2)

Type of Contract (Business or Profession)	Total Number	Total Approx. Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to

NOTE:

This document is to be completed and submitted by the contractor with bid documents.

Company

Project

Project Number

Person Completing Form

Date

**BIDDER SECTION 3 COMMITMENT FOR CONSTRUCTION CONTRACTS
(MUST BE SUBMITTED WITH BID)**

The Bidder shall list below the name and the location of the place of business of each Section 3 subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Section 3 subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications. ALL SECTION 3 BUSINESSES THAT THE PRIME CONTRACTOR INTENDS TO UTILIZE TO FULFILL THE SECTION 3 REQUIREMENT, MUST BE LISTED BELOW REGARDLESS OF DOLLAR VALUE OF WORK.

Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

PORTION OF WORK	DOLLAR VALUE OF WORK	NAME, ADDRESS, AND PHONE NUMBER OF SECTION 3 BUSINESS	AGENCY HOLDING COMPANY CERTIFICATION*

***If company meets the qualifications of a Section 3 business, but has not yet been certified, they must contact The City of Imperial to arrange for certification PRIOR to bid opening.**

FEMALE AND MINORITY GOALS AND TIMETABLES

The following goals and timetables for female utilization shall be included in all Federal and Federally-assisted construction contracts and subcontracts in excess of ten thousand dollars (\$10,000). The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally-assisted construction contract or subcontract.

AREA COVERED
(Goals for females apply nationwide)

<u>Timetable</u>	<u>Goal</u>
From April 1, 1981, until further notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally-assisted construction contracts and subcontracts in excess of ten thousand dollars (\$10,000) to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally-assisted or non-Federally related project, contract or subcontract.

Construction contractors participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix.

ECONOMIC AREAS

<u>Area Covered</u>	<u>Goal Percent</u>
San Diego Economic Area	
Imperial County	18.2%
Riverside County	19.0%
San Diego County	16.9%

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

(TO BE COMPLETED AND SUBMITTED WITH BID)

1. The offeror or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

<u>TIMETABLES</u>	<u>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</u>	<u>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within ten (10) working days of award of any construction subcontract in excess of ten thousand dollars (\$10,000) at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the area of F & G Streets, between Barioni Boulevard and 15th Street between located in The City of Imperial, County of Imperial, State of California.

MINORITY/WOMEN'S BUSINESS ENTERPRISE CONSTRUCTION PROJECTS
 (TO BE COMPLETED AND SUBMITTED WITH BID)

- (a) It is the policy of The City of Imperial to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by The City of Imperial.
- (b) The Contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term "minority or women's business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
- (c) The Contractor will submit the following statement as part of his sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name & Address of Minority Women's Firms Contractor Anticipates Utilizing*	Category of Work	Dollar Value of Participation

Total Bid _____ Total Subcontract Amount _____

Minority/Women's Enterprise Total of Subcontract Amount _____

* Indicate whether business is owned by a minority or a woman.

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES
(TO BE COMPLETED AND SUBMITTED WITH BID)**

All contractors and subcontractors shall give the following certification to The City of Imperial and forward this certification to The City of Imperial within ten (10) days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of sections 1720 *et seq.* of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."

- B. "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

- C. "It is further agreed that, except as may be provided in section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight (8) hours per day and forty (40) hours per week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week."

(Contractor/Subcontractor)

By _____
(Signature)

(Typed Name and Title)

(Date)

GENERAL CONDITIONS

1-01 DEFINITIONS.

- a) The word "City" shall mean The City of Imperial, California.
- b) The term "City Council" shall mean the City Council of The City of Imperial.
- c) The word "Contractor" shall mean the party of the second part entering into the contract with the City for the performance of work required by these specifications, and legal representatives of said party, or agent appointed to act for said party in the performance of the work. Said party is referred to throughout the contract documents as if of the singular number and the masculine gender.
- d) The term "Community Development Director" shall mean The City of Imperial Community Development Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- e) The word GREENBOOK shall mean the Standard Specifications for Public Works Construction contained in the latest Edition, 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. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, CA 92081 (760) 734-1113.

1-02 CONTRACT DOCUMENTS

The Notice of Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications, and the Drawings, together with the Agreement, constitute the Contract. These Contract documents are complimentary, and what is called for in any one (1) shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The Contractor at his sole cost and expense shall perform all labor and services and shall furnish all materials, tools, equipment, and facilities necessary for the proper execution of the work, with the exception of such items as are definitely set forth in the specifications or the drawings to be furnished by the City. Anything shown in the drawings and not in the specifications or in the specifications and not in the drawings shall be performed by the Contractor as though shown in both the drawings and the specifications.

1-03 AUTHORITY OF THE COMMUNITY DEVELOPMENT DIRECTOR

The Community Development Director shall give all orders and directions contemplated under the contract; shall determine the adequacy of the Contractor's methods, plans, and appurtenances; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for; shall determine all questions in relation to said work and the construction thereof; and shall decide in all cases every question, which may arise relative to the fulfillment of this contract on the part of the Contractor. Should any discrepancy appear or any misunderstandings arise as to the import of anything contained in the specifications or drawings, the matter shall be referred to the Community Development Director, who shall decide the same in accordance with the true intent and meaning as construed by him, and his decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors of the City in regard to their work shall be adjusted and determined by the Community Development Director.

1-04 ACCESS TO WORK

The Community Development Director, his assistants, inspectors, agents, and other employees shall at all times and for any purposes have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore.

1-05 LINES AND GRADES

All distances and measurements are given and will be made in horizontal plane. Grades are given from the top stakes, or nails, unless otherwise noted on the plans.

Three consecutive points shown in the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy exists, it must be reported to the Community Development Director. If such a discrepancy is not reported to the Community Development Director, the Contractor shall be responsible for any error in the finished work.

Services Assistance Notice: The Contractor shall give at least twenty-four (24) hours notice in writing when he will require the services of the Community Development Director for laying out any portion of the work. The Contractor shall furnish the Community Development Director such facilities and labor necessary for marking and maintaining points and lines as he may require. Labor furnished by the Contractor for such purposes will be paid for as extra work.

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

1-06 LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letters, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Community Development Director.

1-07 CONTRACTOR'S RESPONSIBILITIES

- (a) The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work so as to secure the safety of the workers, the quality of work required and the required rate of progress.
- (b) The Contractor shall bear all losses resulting to him on account of the amount of character of the work, or from any unforeseen obstructions or difficulties, which may be encountered, on account of the weather, floods, or other causes.
- (c) The Contractor shall assume the defense of and indemnify and save harmless the City and its officers and agents from all claims of any kind arising from his own negligence or that of his agents in the performance of the contract.

- (d) The Contractor shall be responsible for any materials furnished him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work, or the same may be done at his expense by the City.
- (e) During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition, and free from any unsightly accumulation of rubbish, unused material, concrete forms, and other equipment and materials belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the City at the expense of the Contractor.
- (f) Traffic Control. The Contractor shall be responsible for maintaining traffic control at all times under the guidelines of the California Manual on Uniform Traffic Control Devices ("California MUTCD"). Contractor shall submit two (2) traffic control plans in a minimum of **two (2) business weeks** for pre-approval by the Director of Public Services before starting construction work.

1-08 CONTRACTOR TO FURNISH INFORMATION

- (a) Before proceeding with the erection of the construction plant, and other temporary structures, the Contractor shall furnish the Community Development Director with information and drawings of all such structures as may be required.
- (b) Drawings and prints in such detail as may be required, or articles, machinery, or fabricated materials entering into permanent construction which are by these specifications required to be furnished by the Contractor and of which detailed drawings are not furnished by the City shall be submitted by the Contractor for approval and shall become the property of the City. Such approval shall not, however, operate to waive or modify any provision or requirement contained in these specifications.

1-09 EXAMINATION OF WORK

Bidders must examine the location, physical conditions and surrounding of the proposed work and judge for themselves the nature of the excavations to be made and the work to be done.

The Contract documents for the work show conditions as they are supposed or believed by the Engineer to exist, but it is not intended or to be inferred that the conditions as shown therein constitute a representation or warranty, express or implied, by the City or any of its officers or employees, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under his contract, nor shall the City or any of its officers or employees be liable for any loss sustained by the Contractor as a result of any variance between conditions shown in the Contract Documents and the actual conditions revealed during the progress of the work or otherwise.

1-10 PLANS AND DRAWINGS

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

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Community Development Director and authorized in writing.

Working drawings or plans for any structure not included in the plans furnished by the Community Development Director shall be approved by the Community Development Director before any work involving these plans shall be performed, unless approval is waived in writing by the Community Development Director.

It is mutually agreed, however, that approval by the Community Development Director of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall conform to the approved plans and specifications.

1-11 PERSONAL ATTENTION

The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work, continually during its progress, to receive directions or instructions from the Community Development Director. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Community Development Director, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

1-12 PROTESTS

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of the Community Development Director or of any inspector to be unfair, he shall immediately upon such work being demanded or such order or ruling being made, ask for written instructions or decision, whereupon he shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or decision satisfactory, he shall, within ten (10) days after receipt of same, file a written protest with the Community Development Director, stating clearly and in detail his objections and the reason therefore. Except for such grounds of protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the orders, ruling, instructions or decisions of the Community Development Director, and hereby agrees that as to all matters not included in such protests the orders, instructions and decisions of the Community Development Director shall be final and conclusive.

RIGHT-OF-WAY

The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of the right-of-way, unless otherwise provided in the special conditions.

1-14 TIME AND ORDER OF WORK

- (a) The Contractor shall at all times employ such force, plant, materials and tools as will be sufficient, in the opinion of the Community Development Director, to complete the work or any separable portions thereof in accordance with a progress schedule and within the time limit fixed by the contract. If the Contractor should fail to employ sufficient force, plant, materials and tools or to maintain adequate progress he may, after such failure, be required to increase his progress at any point or points or to modify his plans and procedures in such manners and to such extent as the Community Development Director may direct, any extension of such shall not relieve the Contractor from the necessity of maintaining the required progress. In case of an extension by the Community Development Director of the time for the completion of the contract, as hereinafter provided a revised schedule of progress may be prescribed in accordance with such extension of time.
- (b) The time in which the various portions and the whole of the contract are to be performed and the work is to be completed is of the essence of the contract.

1-15 ASSIGNMENT FORBIDDEN

The Contractor shall not assign, transfer, convey, or otherwise dispose of this contract, or of his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Community Development Director and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey or otherwise dispose of the contract or of his right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company or other corporation, the contract may at the option of the City be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee.

No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder, unless authorized as aforesaid by the written consent of the Community Development Director.

1-16 SUBLETTING

The Contractor shall give his personal attention of the fulfillment of the contract and shall keep the work under his control. Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Community Development Director, the subcontractor shall be removed immediately on the recommendation of the Community Development Director and shall not again be employed on the work.

1-17 SUSPENSION OF CONTRACT

- (a) If the work to be done under the contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated a bankrupt, or if a receiver of his property or business is appointed by a court of competent jurisdiction, or if this contract shall be assigned by him otherwise than

hereinbefore specified, or if at any time the Community Development Director shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of the contract, or of the specifications, or is executing the same in bad faith or not in the time named in the contract for its completion, or within the time to which the completion of the contract may have been extended as hereinbefore provided, the Community Development Director, acting on behalf of the City, may, by written notice, instruct the Contractor to discontinue all work or any part thereof under this contract.

- (b) When such written notice is served upon the Contractor as provided in section 1-06, he shall immediately discontinue the work or such part thereof as is covered by the notice and shall not resume the same except by written instructions from the Director of Public Works. In any such case, the City may take charge of the work and complete it by a new contract or by force account. In so doing, the City may take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purposes of his work. The City may procure other materials and provide labor for the completion of same, or contract therefore and charge the expense of completion by either method to the Contractor. These charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under and by virtue of this contract or any part thereof. In case such expense shall exceed the amount which would have been due the Contractor under the contract if the same had been completed by him, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Community Development Director, to reimburse the Contractor or the Contractor's sureties for any expense, properly incurred for plant, equipment, materials, supplies and labor devoted to the prosecution of the work of which the City shall have received the benefit and which shall not have been otherwise paid for by the City. In computing such expense so far as it shall be deducted from the depreciated value thereof at the time taken over by the City and the difference shall be considered as an expense. Evidence of such expense satisfactory to the Community Development Director, shall be required, and all necessary estimates and appraisements shall be made by him.

When any particular part of the work is being carried on for the City by contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of his contract, and in such manner as in nowise to hinder or interfere with the persons or workers employed, as above provided, by the City, by contract or otherwise to do any part of the work or to complete the same under the provisions of this section.

1-18 SUSPENSION OF WORK - EXTENSION OF TIME - NO EXTRA COMPENSATION

- (a) The Community Development Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Community Development Director.

- (b) Applications for extension of time must be made promptly in writing, stating cause. No delay shall be made the basis in any application for extension of time, unless such delay and the cause thereof shall have been called to the attention of the Community Development Director in writing within the ten (10) days from the beginning of such delay. Applications for extension of time shall be addressed to the Community Development Director.
- (c) Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in nowise operate as a waiver on the part of the City or any of its rights under this contract.
- (d) The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Detail Specifications.

1-19 FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

- (a) The Contractor shall pay for each and every day, including Sundays and legal holidays that they shall be in default in completing the whole work to be done under this contract, the sum named in the Special Provisions, which sum is by the execution of the Agreement mutually agreed upon as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this contract.
- (b) It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part, as it may deem proper of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.
- (c) The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by the acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the Community Development Director in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

1-20 CHANGES

- (a) If either the Community Development Director or the Contractor on account of conditions which develop during the progress of the work finds it impracticable to comply strictly with these specifications, the Community Development Director may prescribe a modification of requirements or methods of work. For such purposes, the Community Development Director may at any time during the life of the contract, by written order make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work or equipment

hereinafter specified, or in the quantity or character of the work or equipment to be furnished. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that if such changes or alterations render useless, any work already done or materials already furnished or used in the work, the Community Development Director shall make reasonable allowance therefore, which action shall be binding upon both parties.

- (b) In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the contract to cover such changes or alteration, the cost of such changes shall be covered as hereinafter provided for extra work.
- (c) The City reserves the right to increase or decrease the quantity of any item or portion of work or to omit portions of the work as may be deemed necessary or expedient by the Community Development Director.

1-21 EXTRA WORK

- (a) If during the performance of the contract, it shall, in the opinion of the Community Development Director, become necessary or desirable for proper completion of the contract to order work done or materials or equipment furnished which in the opinion of the Community Development Director are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.
- (b) Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Community Development Director and the Contractor before the extra work shall be ordered.
- (c) Whenever in the judgment of the Community Development Director extra work or extra material, as the case may be, is not of like character to and is not susceptible of classification under the bid items of the contract as specified, and it is impracticable because of the nature of the work, or for any other reason to fix the price before the extra work order shall be issued, extra work and material, when furnished by the Contractor, shall be paid for at actual necessary cost of materials, supplies, labor (including foremen's wages), Workers' Compensation insurance, contributions made to the State as required by the provisions of the Unemployment Insurance Act, Chapter 352, Statutes of 1935, as amended, taxes paid to the Federal government as required by The Social Security Act, approved August 14, 1935, as amended and the reasonable value of the use of equipment for the actual time it is used, all as determined by the Community Development Director, plus twenty five percent (25%) to cover the following:

- Profit
- General Expenses
- All insurance except Workers' Compensation insurance
- Excise taxes
- Property taxes
- Bond premiums
- License and inspection fees imposed by any governmental authority

Any and all other items of expense not specifically mentioned under subsection (c) herein

The Community Development Director determination and certification of said actual necessary cost shall be binding and conclusive on the Contractor, and the Community Development Director shall be deemed the arbiter to determine the cost of such work.

- (d) If any work or materials be ordered under this section on a cost-plus basis, the Contractor shall, at the times directed during the performing of the work or the furnishing of the materials, render to the Community Development Director, written reports in prescribed form, showing all items that may enter into the cost, the quantity and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and such other information as directed. If required, the Contractor shall produce any books, vouchers, other records, or memoranda, which will assist the Community Development Director in determining the true, necessary cost of the work and materials to be paid for.
- (e) Any extra work performed hereunder shall be subject to all the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the original contract.

1-22 COST BREAKDOWN

Within ten (10) days after commencing work, the Contractor shall submit, to the Community Development Director, a cost breakdown in duplicate of all unit and lump sum prices under the contract. The breakdown, as approved, may be used by the Community Development Director to verify the fair value of the work for progress payments.

1-23 PROGRESS ESTIMATES

The Community Development Director, shall on or about the fifth (5th) day of each calendar month, except as provided in section 1-23, make in writing and certify to the City Clerk an estimate such as in his opinion shall be just and fair, of the amount and value of the work done by the Contractor and of the amount and value of all acceptable materials furnished and delivered by the Contractor to the site and not used up to that time in the performance of the contract. To the figure thus arrived at, shall be added any amounts due the Contractor for extra work and the amount of any approved claims for extra cost to the date of the progress estimate.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method or partly by the other, and it shall be sufficient if they are approximate only.

Pursuant to Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld under this section.

1-24 PROGRESS ESTIMATES MAY BE WITHHELD

The progress estimates provided for in section 1-23 hereof may at any time be withheld or reduced if, in the opinion of the Community Development Director, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the contract, or if the Contractor shall fail to pay his labor and material bills as they become due.

1-25 PROGRESS PAYMENTS

- (a) Upon each progress estimate being made and certified in writing, the City shall, within fifteen (15) days after the date of such estimates, except as set forth in subsection (b) hereof, pay to the Contractor the amount stated in such estimates to be due the Contractor; provided, however, that the City may at all times reserve and retain from such progress payments, in addition to the retained percentage and other amounts above mentioned to be deducted in computing the progress estimated, any sum or sums which by the terms hereof, or of any law of the State of California, it is or may be authorized or required to reserve or retain; and provided further, that no progress estimate or progress payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.
- (b) In the event the contract or any part thereof shall be suspended as provided in section 1-17, the retained percentage as provided in section 1-23, shall become the sole and absolute property of the City to the extent necessary to repay to the City any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payments upon progress estimates or otherwise shall thereafter be made the Contractor for the work covered by said notice until completion of the work.

1-26 FINAL ESTIMATE AND PAYMENT

- (a) Whenever in the opinion of the Community Development Director the Contractor shall have completely performed the contract on his part, the Community Development Director will submit to the Contractor a written statement of the final quantities of contract items for inclusion in the final estimate. The Contractor will be expected to submit his written approval of said proposed final quantities within five (5) days of receipt of the Community Development Director's statement, or in the event the Contractor disagrees with such written statement, shall within said period of five (5) days file a written statement of all claims, which he intends to present.
- (b) Upon receipt from the Contractor of written approval of the final quantities or such written statement of his claims, the Community Development Director shall make in writing and certify to the City Clerk an estimate in which he shall state, from actual measurements, the whole amount of work done by the Contractor and also the value of such work under and according to the terms of the contract. **Within ten (10) days after the date of receipt of the aforesaid approval or state of claims, the Community Development Director shall cause to be filed, on behalf of the City, in the Office of the Imperial County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.** On the expiration of thirty-five (35) days after the filing of such notice of completion of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the first mentioned estimate all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract.

- (c) All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made thereunder shall be final and conclusive upon the Contractor.

1-27 RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

1-28 FINAL PAYMENT TERMINATES LIABILITY

The acceptance by the Contractor of the final payment aforesaid shall be a release to the City and its agents from all claim and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work except the claim against the City for the remainder, if any, of the amount kept or retained as provided in section 1-31.

1-29 NO PERSONAL LIABILITY

No agent of the City shall be personally responsible for any liability arising under the contract. No claims shall be made or filed and neither the City nor any of its agents shall be liable for or held to pay any money, except as specifically provided in the contract.

1-30 MONIES MAY BE RETAINED

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages as determined by the Community Development Director incurred by the City for which the Contractor is liable under the contract.

1-31 UNPAID CLAIMS

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within such claims of liens may be filed for the record as prescribed by Civil Code §§ 9350 *et seq.*, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, together with a statement that the same has not been paid or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharges thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided that if the City shall in its discretion permit the Contractor to file such additional bonds as is authorized by Civil Code §9364, in a penal sum equal to one hundred twenty-five percent (125%) times the amount of said claim, said monies shall not thereafter be withheld on account of such claim.

1-32 ADDITIONAL SURETY

If during the continuance of the contract, any of the sureties upon the faithful performance bond in the opinion of the Community Development Director are/or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish, to the satisfaction of the Community Development Director, within fifteen (15) days after notice and in default thereof the contract may be suspended and the work completed as provided in section 1-17 hereof.

1-33 PREVAILING RATE OF PER DIEM WAGES

The City has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract and has specified same in the Notice of Inviting Bids which is attached hereto and made a part of the contract. The Contractor shall forfeit as a penalty to the City of not more than fifty dollars (\$50) for each laborer, worker or mechanics employed for each calendar day or portion thereof, such laborer, worker or mechanic is paid less than the required rates for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the California Labor Code.

1-34 PAYMENT OF WAGES

The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semimonthly on regular pay days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

1-35 EIGHT (8) HOUR LAW

The Contractor shall comply with all applicable provisions of Labor Code §§1810 to 1816, inclusive, relating to working hours. The time of service of any laborer, worker or mechanic employed on the work shall be limited and restricted to eight (8) hours during any one (1) calendar day, except in cases of an extraordinary emergency caused by fire, flood or danger to life or property and the Contractor shall forfeit as a penalty to the City of twenty-five dollars (\$25) for each such laborer, worker or mechanic employed in the execution of this contract by him or any subcontractor under him for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the California Labor Code.

1-36 OVERTIME - NO EXTRA COMPENSATION

Overtime work (i.e., work in excess of eight (8) hours in any one (1) calendar day or work performed on a Sunday or other legal holiday) shall not entitle the Contractor to any compensation for any contract item in addition to that set forth in the contract for the kind of work performed even though such overtime or legal holiday work may be required under emergency conditions, and may be ordered by the Community Development Director in writing. In case of extra work ordered by the Community Development Director under the provisions of section 1-21 hereof, no additional payment will be made to the Contractor because of the payment by him of overtime or legal holiday rates for such work, unless the use of overtime or legal holiday work in connection with such extra work is specifically ordered in writing by the Community Development Director and then only to such extent as extra payment is regularly being made by the Contractor to his men for overtime or legal holiday work of a similar nature in the same locality.

1-37 CHARACTER OF WORKERS

None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Community Development Director, the Contractor or any subcontractor shall discharge any person who is in the opinion of the Community Development Director, incompetent, unfaithful, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Community Development Director. Such discharge shall not be the basis of any claim for compensation or damage against the City or any of its officers.

1-38 SAMPLES AND TESTS

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

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

The Contractor shall furnish such samples of materials as are requested by the Community Development Director, without charge. No material shall be used until it has been approved by the Community Development Director. Samples will be secured and tested whenever necessary to determine the quality of material.

1-39 INSPECTION

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

Whenever the Contractor varies the period, which work is carried on each day, he shall give due notice to the Community Development Director, so that proper inspection may be provided. Any work done in the absence of the Community Development Director will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Community Development Director and accepted or estimated for payment.

1-40 DEFECTIVE WORK OR MATERIALS – WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

- (a) If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defects without compensation in a manner satisfactory to the Community Development Director, and the cost of any excess material furnished by the City shall be borne by the Contractor.

- (b) All materials not conforming to the requirements of these specifications shall be considered as defective and all such material whether in place or not shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Community Development Director. No rejected material, the defects of which have been subsequently corrected shall be used until approved in writing by the Community Development Director.
- (c) Upon failure on the part of the Contractor to comply with any order of the Community Development Director made under the provisions of this article, the Community Development Director shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.
- (d) The work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. The warranty period shall start on the date the work was completed as determined by the Engineer.
- (e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- (f) All warranties, express or implied, from subcontractors, manufacturers or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the City, and any such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the contract.
- (g) The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

1-41 USE OF COMPLETED PORTIONS

The City may at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the contract is not fully completed and notwithstanding the time for completion of the entire work or such portions which may not be expired. In case, the City shall issue certificates of acceptance for such portions of the work but such taking possession thereof shall not be deemed an acceptance of any other portion of the work, nor of any incomplete portions, nor of any work not completed in accordance with the contract documents.

1-42 PROPERTY RIGHTS IN MATERIALS

Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil or after payment has been made for the value of unused material delivered to the site of the work as provided for in section 1-23 hereof. All such materials attached or affixed or unused shall become the property of the City.

1-43 TITLE TO MATERIALS FOUND ON THE WORK

The right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees and the right to use and/or dispose of the same are hereby expressly reserved in the City and neither the Contractor, nor any subcontractor nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work, without charge, any such materials, which meet the requirements of these specifications.

1-44 ENFORCEMENT OF ORDER

The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall he permit or suffer the introduction or use of intoxicating liquors or narcotics upon the works embraced in these specifications or upon any of the grounds occupied or controlled by him in connection with such works.

1-45 PATENTS AND COPYRIGHTS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any nature and kind including costs and expenses for or on account of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance manufactured, furnished or used by him in the performance of this contract, including their use by the City, unless otherwise specifically set forth in the contract.

1-46 LAWS AND REGULATIONS

- (a) The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which in any manner affect those engaged or employed on the work or the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to in relation to any such law, ordinance or regulation, he shall forthwith report the same in writing to the Community Development Director. He shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance or regulation whether by himself or by his employees.
- (b) Except as otherwise explicitly provided elsewhere in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense, and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.
- (c) All Federal laws and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder shall be deemed to be and hereby are made controlling and part of these specifications.

1-47 SALES AND/OR USE TAXES

Except as may be otherwise provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

1-48 RESPONSIBILITY FOR DAMAGE

(a) Indemnity Agreement

Except for the gross negligence or willful misconduct of an Indemnitee (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless the City and its project consultants, engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of the City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of the Contractor, its officers, agents, employees or subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by the Contractor, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by the Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;
3. Any act, omission or negligence of the Contractor, its officers, agents, employees, or subcontractors.
4. Any failure of the Contractor, its officers, agents or employees to comply with any of the terms or conditions of this contract or any applicable Federal, State, regional or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by the Contractor on any other premises in the care, custody and control of the City.

The Contractor also agrees to indemnify the City and pay for all damage or loss suffered by the City including but not limited to damage to or loss of the City's property, to the extent not insured by the City and loss of the City's revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-subsections (1), (2), (3), (4), and (5).

The Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However,

without affecting the rights of the City under any provision of this Agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Agreement. In the event the Contractor fails to obtain such indemnity obligations from others as required here, the Contractor agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the City as set forth here is binding on the successors, assigns or heirs of the Contractor and shall survive the termination of this Agreement or this section.

This Indemnity shall survive termination of the Agreement of Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other contract documents or agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the City may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances or reasonable.

(b) Insurance Requirements

Prior to the beginning of and throughout the duration of the work, the Contractor will maintain insurance in conformance with the requirements set forth below. The Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. The Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City.

The Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than one million dollars (\$1,000,000) per occurrence for all covered losses and no less than two million dollars (\$2,000,000) general aggregate.

The Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to the City for injury to employees of: contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. **Workers' Compensation** on a State-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one million dollars (\$1,000,000) per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than one million dollars (\$1,000,000) per accident, combined single limit. If the Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If The Contractor or the Contractor's employees will use personal autos in any way on this project, the Contractor shall provide evidence of personal auto liability coverage for each such person.
4. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum twenty-five thousand dollars (\$25,000) self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of the Contractor, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than two million dollars (\$2,000,000) per occurrence and aggregate.
5. **Course of Construction** insurance shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) the City shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against the City.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A- or better and minimum financial size VII.

(c) Additional Requirements

The Contractor and the City further agree as follows:

1. The Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds The City of Imperial, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004, or equivalent provisions as determined by the Office of the City Attorney for

The City of Imperial. The Contractor also agrees to require all contractors, subcontractors and anyone else involved in any way with the project contemplated by this Agreement, to do likewise.

2. Any waiver of subrogation express or implied on the part of the City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. The City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, the Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project contemplated by this Agreement, to do likewise.
3. All insurance coverage maintained or procured by the Contractor or required of others by the Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the City, or to specifically allow the Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by the Contractor and the City that insurance provided pursuant to these requirements is not intended by any party to be limited to provide coverage for the vicarious liability of the City, or to the supervisory role, if any, of the City. All insurance coverage provided pursuant to this Agreement or any other agreement (express or implied) in any way relating to the City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving the City in relation to the project(s) contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.
6. All coverages types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. The Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) which may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of the City, shall be delivered to the City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this Agreement or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by the Contractor or deducted from sums due the Contractor, at the City's option.
8. The Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require thirty (30) days notice to the City

and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.

9. It is acknowledged by the parties to this Agreement that all insurance coverage required to be provided by the Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.
10. The Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage required of the Contractor. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to the City for review.
11. The Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. The Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. The Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to the City. If the Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. The Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
16. The Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not this Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products

and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until the City executes a written statement to that effect.

17. The Contractor agrees to waive its statutory immunity under any Workers' Compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two (2) years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by the City.
21. The Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge the City or the Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

1-49 TRESPASS

The Contractor shall be responsible for all damage or injury, which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

1-50 SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor and his subcontractors, if any, and employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the City or by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be observed and safeguarded. In case such regulations and orders are not observed by the Contractor they may be enforced by the Community Development Director at the Contractor's expense.

1-51 PROTECTION AND CLEAN UP

The Contractor shall protect and care for all work until completion and acceptance thereof. Before the Contractor makes application for the acceptance of the work, all rubbish, excess earth and rock or surplus materials shall be removed leaving the site in a neat, orderly and presentable condition.

1-52 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon Public Works because of the race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation of such persons except as provided in Government Code §12940, and every contractor for Public Works violating Labor Code §1735 is subject to all penalties imposed for a violation of Chapter 1, of Part 7, of Division 2 of the California Labor Code.

1-53 APPRENTICES

Attention is directed to the provisions of Labor Code §§1777.5 and 1777.6 concerning the employment apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to Apprenticeship Standards Wage Schedules and other requirements may be obtained from the Director of Industrial Relations, Ex Officio the Administrator of Apprenticeship - San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

1-54 PRECONSTRUCTION CONFERENCE

Before the start of construction, the Community Development Director will arrange to meet with the Contractor to discuss the requirements on such matters as project supervision, on-site inspections, progress, schedules and reports, payment(s) to Contractor(s), safety and other items pertinent to the project. At this conference, all parties should be prepared to discuss any anticipated problems.

1-55 SUBCONTRACTING LISTING

(a) Any person making a bid or offer to perform the work described in this contract shall in his bid or offer set forth:

1. The name and location of the place of business of each subcontractor who will perform work of labor or render service to the Contractor in or about the construction of the work or improvement or a subcontractor licensed by the State of California, who, under the subcontract to the Contractor, especially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (.005%) of the Contractor's total bid.
2. The portion of the work, which will be done by each such subcontractor under this contract. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in his bid.

(b) No Contractor whose bid is accepted shall, without the consent of the City either:

1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 2. Permit any subcontractor to be assigned or transferred or allow it to be performed by any other than the original subcontractor listed in the bid.
 3. Sublet or subcontract any portion of the work in excess of one-half of one percent (.005%) of the Contractor's bid as to which his original bid did not designate a subcontractor.
- (c) Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency or necessity, and then only after a finding reduced to writing as public record of the awarding authority setting forth the facts constituting such emergency or necessity.

END OF GENERAL CONDITIONS

**SUPPLEMENTARY GENERAL CONDITIONS (STATE)
CALIFORNIA STATE REQUIREMENTS**

1. State Wage Determinations:

a) As required by Labor Code §§1770 *et seq.*, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

b) In accordance with Labor Code §1775, the Contractor shall, as a penalty to the City, forfeit not more than two hundred dollars (\$200) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her.

2. Workers' Compensation:

a) In accordance with the provisions of Labor Code §3700, the Contractor shall secure the payment of compensation to his employees.

b) Prior to beginning work under the Contract, the Contractor shall sign and file with the City the following certification:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract.”

c) Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the City, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of Workers’ Compensation.

3. Apprentices on Public Works: The Contractor shall comply with all applicable provisions of Labor Code §1777.5 relating to employment of apprentices on public works.

4. Working Hours: The Contractor shall comply with all applicable provisions of Labor Code §§1810 to 1815, inclusive, relating to working hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1.5) times the basic rate of pay.

5. Contractor Not Responsible For Damage Resulting From Certain Acts of God:

As provided in Public Contract Code §7105, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage is determined to have been proximately caused by an act of God, in excess of five percent (5%) of the contracted amount, provided, that the work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the City. The Contractor shall obtain insurance to

indemnify the City for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of three and one-half (3.5) on the Richter Scale and tidal waves.

6. Notice of Completion: In accordance with Civil Code §§9204 and 9208, within fifteen (15) days after date of acceptance of the work by the City's governing body, the City will file, in the County Recorder's office, a Notice of Completion of the work.

7. Unpaid Claims: If, at any time prior to the expiration of the period for service of a stop payment notice, there is served upon the City a stop payment notice as provided in Civil Code §§9350 *et seq.*, the City shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop payment notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the construction manager shall, in its discretion, permit the Contractor to file with the City the bond referred to in Civil Code §9364, said monies shall not thereafter be withheld on account of such stop payment notice.

8. Concrete Forms, Falsework, and Shoring: The Contractor shall comply fully with the requirements of section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents.

9. Retainage From Monthly Payments: Pursuant to Public Contract Code §22300, the Contractor may substitute securities for any money withheld by the City to insure 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 return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the City of a Notice of Completion. Securities eligible for investment under Public Contract Code §22300 shall be limited to those listed in Government Code §16430 and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

10. Public Works Contracts; Assignment to Awarding Body: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body 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 section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

11. Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations:

a) In accordance with Labor Code §1776 each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in section 11.a)(1) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in section 11.a)(1) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

b) Each contractor shall file a certified copy of the records, enumerated in section 11.a)(1) with the entity that requested the records within ten (10) days after receipt of a written request.

c) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

d) The Contractor shall inform the City of the location of the records enumerated under section 11.a)(1) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

e) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. If noncompliance is still evident after the ten (10) day period, then the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

12. Cultural Resources: The Contractor's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under section 01560, "Temporary Environmental Controls" of the General Requirements.

13. Protection of Workers In Trench Excavations: As required by Labor Code §6705 and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, 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. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, the Construction Manager, the Design Consultant or any of their officers, agents, representatives, or employees.

14. Travel and Subsistence Pay:

a) As required by Labor Code §1773.1, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this section.

b) To establish such travel and subsistence payments, the representative of any craft, classification or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

15. Removal, Relocation or Protection to Existing Utilities:

a) In accordance with the provisions of Government Code §4215, any contract to which a public agency as defined in Government Code §4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

b) The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the city of the utility to provide for removal or relocation of such utility facilities.

c) Nothing herein shall be deemed to require the public agency to indicate the presence of

existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.

d) If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.

e) The public utility, where they are the City, shall have the sole discretion to perform such repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

16. Contractor License Requirements: In accordance with Business and Professions Code §7028.15, a licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, and the license expiration date is stated. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

17. Certain Claims:

a) Notwithstanding the foregoing, any demand of three hundred seventy-five dollars (\$375,000), or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by the City shall be processed in accordance with the provisions of Public Contracts Code §§20104 *et seq.*

b) A single written claim shall be filed under this section prior to this date of final payment for all demands arising out of the contract.

c) Within thirty (30) days of the receipt of the claim, the City may request additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If the amount of the claim is less than fifty thousand dollars (\$50,000), the Contractor shall respond to the request for additional information within fifteen (15) days after the receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds fifty thousand dollars (\$50,000) but is less than three hundred seventy-five thousand dollars (\$375,000).

d) Unless further documentation is requested, the City shall respond to the claim within forty-five (45) days if the amount of the claim is less than fifty thousand dollars (\$50,000) or within sixty (60) days if the amount of the claim is more than fifty thousand dollars (\$50,000) but less than three hundred seventy-five thousand dollars (\$375,000). If further documentation is requested, the City shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than fifty thousand dollars (\$50,000). If the claim is more than fifty thousand dollars (\$50,000) but less than three hundred seventy-five thousand dollars (\$375,000) and further documentation is requested by the City, the City shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

e) If the Contractor disputes the City's response, or the City fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the City within fifteen (15) days after the deadline of

the City to respond or within fifteen (15) days of the City's response, whichever occurs first. The City shall schedule the meet and confer conference within thirty (30) days of the request.

f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

18. Prohibiting Work by Certain Contractors:

Pursuant to the provisions in Labor Code §§1777.1 and 1777.7, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

**END OF CALIFORNIA STATE REQUIREMENTS
END OF SUPPLEMENTARY GENERAL CONDITIONS**

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 Community Development Director, 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 (30) calendar days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

(See General Conditions 58-80) It is agreed by the parties to 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 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 the sum of five hundred dollars (\$500) per day for each and every day of 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 Traffic Controls for Construction and Maintenance Work Zones" and the MUTCD, 1990 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.

5. PERMIT FEES

The project shall proceed as a no fee permit. The General Contractor shall not be responsible for paying permit fees to the City.

6. CONSTRUCTION SIGN

The Contractor shall provide a four (4) foot tall by eight (8) foot wide construction sign to be visible to the public and maintained in good order for the duration of construction. Artwork for the sign shall be provided to the Contractor by the City.

Procurement

The Contract between The City of Imperial and any contractor shall require the contractor and its subcontractors, if any, to:

- 1) Perform the grant activity in accordance with Federal, State and local housing and building codes as are applicable.
- 2) Comply with the applicable State and Federal requirements described in Attachments A-F of this Contract which pertain to among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and the Immigration Reform and Control Act.
- 3) Maintain at least the minimum State-required Workers' Compensation insurance for those employees who will perform the grant activity or any part of it.
- 4) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm or corporation who may be injured or damaged by the contractor or any subcontractor in performing the grant activity or any part of it.
- 5) Retain all books, records, accounts, documentation and all other materials relevant to the agreement for a period of three (3) year from date of termination of the Contract, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to the Contract or this standard agreement and any amendments, whichever is later.
- 6) Permit the State, Federal government, the Bureau of State audits, the Department of Housing and Community Development and/or their representative, upon reasonable notice unrestricted access to any or all books, records, accounts, documentation and all other materials relevant to the agreement for the purpose of monitoring, auditing or otherwise examining said materials.

**EQUAL OPPORTUNITY STANDARD CONTRACT LANGUAGE:
ALL CONTRACTS AND SUBCONTRACTS**

1. The Civil Rights, HCD and Age Discrimination Acts Assurances:

During the performance of this Contract, The City of Imperial assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, gender, age or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located, or owned in substantial part by persons residing, in the area of the project.
- b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The City of Imperial will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The City of Imperial will include these Section 3 clauses in every Contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the Contract upon a finding that The City of Imperial or the Contractor or any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any Contract unless The City of Imperial or the Contractor or any subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance

provided to the project, binding upon The City of Imperial, its successors and assigns. Failure to fulfill these requirements shall subject The City of Imperial, the Contractor and any subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age (over 40), gender, gender identity, gender expression or sexual orientation. The Contractor and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and any subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §§12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7258.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

EQUAL OPPORTUNITY CLAUSE AND FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the discrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding section (1) and the provisions of sections (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including

sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Contractor and any subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally-assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the City; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand dollars (\$10,000) the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. The Contractor must be able to demonstrate his participation in and compliance with the provisions of any such Hometown Plan. The Contractor or any subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse the Contractor's or any subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in sections 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled

under 7.b. above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by

continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. The Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, gender or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such

sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in section 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, gender, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he does not maintain or provide for his employees any segregated facility at any of his establishments, and that he does not permit employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, habits, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (\$10,000) which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking fountains, recreation or entertainment areas.

STANDARD CONTRACT LANGUAGE – ALL CONTRACTS AND SUBCONTRACTS

EQUAL OPPORTUNITY

1. The Civil Rights, Housing and Community Development and Age Discrimination Acts Assurances

During the performance of this Contract, The City of Imperial and the Consultant both assure that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, gender, age or disability, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

2. Rehabilitation Act of 1973 and the “504 Coordinator”

The City of Imperial agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a special person charged with local enforcement of this Act, as the “504 Coordinator.”

3. The Training, Employment and Contracting Opportunities Assurance of Compliance:

~~a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located, or owned in substantial part by persons residing, in the area of the project.~~

~~b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and urban Development set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.~~

~~c. The City of Imperial will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.~~

~~d. The City of Imperial and the Contractor will include these Section 3 clauses in the Contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the Contract upon a finding that The City of Imperial or the Contractor is in violation of regulations issued by the~~

~~Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless The City of Imperial or the Contractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.~~

~~e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be condition of the Federal financial assistance provided to the project, binding upon The City of Imperial, its successors and assigns. Failure to fulfill these requirements shall subject The City of Imperial, the Contractor, its successors and assigns to those sanctions specified by the grant or the Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.~~

4. State Nondiscrimination Clause

a. During the performance of this Contract City of Imperial and the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), gender, denial of family and medical leave and denial of pregnancy leave. The Contractor shall insure that the evaluation and treatment of his employees and applicants for employment are free of such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 *et seq.*) and the applicable regulations promulgated under (California Code of Regulations, Title 2, section 7258.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. City of Imperial and the Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. City of Imperial and the Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontract to perform work under the Contract.

5. Americans with Disabilities Act (ADA) of 1990

By signing this Contract, the parties to this Contract assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 *et seq.*), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Assurance of Compliance with Requirements Placed on Construction Contracts of Ten Thousand Dollars (\$10,000) or More

The City of Imperial and the Contractor hereby agree to place in every contract for construction exceeding ten thousand dollars (\$10,000) the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. The City of Imperial furthermore agrees to insert the appropriate Goals and Timetable issued by the U.S. Department of Labor in the Contract and all subcontracts.

7. Drug Free Workplace Certification

The City of Imperial and the Contractor hereby agree to abide by the State Drug Free Workplace rules and regulations as defined in Attachment A of the City's 2000 Economic Development Planning/Technical Assistance grant agreement with the Department of Housing and Community Development.

ADDITIONAL COMPLIANCE REQUIREMENTS

1. LABOR STANDARDS – FEDERAL LABOR STANDARDS PROVISIONS

The City of Imperial and the Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 USC 276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration or repair contracts of two thousand dollars (\$2,000).

Copeland “Anti Kickback” Act (47 USC 276c) requires that workers be paid at least once per week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40 USC 327-333) requires that workers receive “overtime” compensation at a rate of one and one half (1.5) times their regular hourly wage after they have worked forty (40) hours in one (1) week.

Title 29. Code of Federal Regulations. Subtitle A. Parts 1, 3, and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

2. CLEAN AIR AND WATER/ENVIRONMENTAL REGULATIONS

The City of Imperial and the Contractor agree to abide by the State rules and regulations regarding such matters as clean air and water and environment regulations.

3. NLRB CERTIFICATION/PROCUREMENT/PROGRAM INCOME/UNIFORM ADMIN REQUIREMENTS

The City of Imperial and the Contractor agree to abide by the State rules and regulations regarding such matters as NLRB, procurement, program income and uniform administrative requirements.

ADDITIONAL COMPLIANCE REQUIREMENTS

1. Anti-Lobbying Certification

The City of Imperial shall require that the language of this certification be included in the Contract and all subcontracts entered into in connection with this grant activity and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into 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 ten thousand dollars (\$10,000) and no more than one hundred thousand dollars (\$100,000) for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of 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 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, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. Bonus or Commission. Prohibition Against Payments of

The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of:

a. obtaining the State’s approval of the application for such assistance, or

b. the State’s approval of the applications for additional assistance, or

c. any other approval or concurrence of the State required under this Contract, Title I of the Housing and Community Development act of 1974, or the State regulations with respect thereto:

provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

3. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

Drug Free Workplace Certification

By signing this Contract, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirement of the Drug-Free Workplace Act of 1990 (Government Code §§8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The City of Imperial's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by section 1.
- d. Notifying the employee in the statement required by section 1 that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the agency in writing, within ten (10) calendar days after receiving notice under subsection d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subsection d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement or other appropriate agency.

**SECTION 3 CLAUSE
FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS
AT OR ABOVE ONE HUNDRED THOUSAND DOLLARS (\$100,000)**

- A. ~~The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.~~
- B. ~~The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidence by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.~~
- C. ~~The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.~~
- D. ~~The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.~~
- E. ~~The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.~~
- F. ~~Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD-assisted contracts.~~

THE IMMIGRATION REFORM AND CONTROL ACT

The Immigration Reform and Control Act of 1986 ("IRCA") legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law, the Immigration and Naturalization Service ("INS"), now an integrated component of the Department of Homeland Security ("DHS"), created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees.

- For employers who fail to properly complete, retain or make I-9 Forms available for inspection, fines range from one hundred dollars (\$100) to one thousand one hundred dollars (\$1,100) per individual I-9.
- For employers who knowingly hire or knowingly continue to employ unauthorized workers, civil penalties range from two hundred fifty dollars (\$250) to eleven thousand dollars (\$11,000) per violation.
- For employers engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized workers, fines can be as much as three thousand dollars (\$3,000) per employee and/or six (6) months of imprisonment.
- Federal contractors and subcontractors will be required to begin using the E-Verify system starting January 15, 2009, to verify their employees' eligibility to legally work in the United States. In a final rule published in the Federal Register, the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council amended the Federal Acquisition Regulation ("FAR") to reflect this change. Further compliance information must be obtained at <http://www.formi9.com/index.aspx>.

Federal Labor Standards Provisions

Applicability

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

A. 1. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 CFFT Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or sub-contractor to the respective employees

to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 I (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 I (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, that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

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

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

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

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

(iii) The Contractor or any subcontractor shall make the records required under subsection A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.1 2.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (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 Bureau of Apprenticeship and Training 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 the 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR Part 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 HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10. (1) Certification of Eligibility. By entering into this Contract the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than five thousand dollars (\$5,000) or imprisoned not more than two (2) years, or both."

11. Complaints, Proceedings or Testimony by Employees. No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this section, 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is greater.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subsection (1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 subsection (1) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subsection (1) of this section.

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

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

set forth in subsections (1) through (4) of this section.

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. The Contractor and all subcontractors are subject to the application of Labor Code §§1720 *et seq.* which detail the regulations and procedures governing the payment of State prevailing wages.

The Contractor and all subcontractors are subject to the provisions of Labor Code §3700 which requires that every employer be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.

The Contractor and all subcontractors are subject to the provisions of Labor Code §§1810 through 1814 which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor or subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25) for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Labor Code §1815 requires that notwithstanding the provisions of Labor Code §§1810 through 1814, employees of the Contractor who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1.5) times the basic rate of pay.

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: **SIDEWALK & ADA RAMPS AT 7TH & K STREET INTERSECTION**

This is to certify that the principals, and the authorized payroll officer, below, have read understand the minutes of the pre-construction conference, the Federal Labor Standards clauses pertaining to the subject project and the U.S. Department of Labor Wage Determinations **CA** _____ and the State of California Labor Standards and Wage Determinations **IMP** _____ and others.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the “**Statement of Compliance**” which will accompany our weekly Certified Payroll Reports for this project:

_____ Payroll Officer
(Print Name)

_____ Payroll Officer
(Signature)

(Contractor / Subcontractor)

(Print Name)

(Signature)

(Title)

(Date)

PAYROLL FORMS

**FEDERAL
PREVAILING WAGE
RATES**

General Decision Number: CA190002 02/15/2019 CA2

Superseded General Decision Number: CA20180002

State: California

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

County: Imperial County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain		

walls).....\$ 27.92 18.31

ASBE0005-004 07/02/2018

	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)....	\$ 19.93	11.72

BRCA0004-002 11/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 47.36	16.79

BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

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 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

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

 ELEC0569-002 06/04/2018

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 45.25	3%+13.63
Tunnel Work.....	\$ 50.81	3%+13.63
Electrician.....	\$ 44.50	3%+13.63
Tunnel Work.....	\$ 50.06	3%+13.63
Electricians: (Electrical contracts of \$500,000 and over)		
Cable Splicer.....	\$ 48.25	3%+13.63
Tunnel Work.....	\$ 53.81	3%+13.63
Electrician.....	\$ 47.50	3%+13.63
Tunnel Work.....	\$ 53.06	3%+13.63

 ELEC0569-005 06/04/2018

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 31.75	3%+11.78
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.

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

 ELEC0569-006 10/01/2018

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.....	\$ 32.44	8.67
Utility Technician #2.....	\$ 27.05	8.51

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 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86

(4) Powderman.....\$ 49.55 3%+17.65

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

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

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

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25

GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

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, PILEDRIVING 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,m 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 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 01/01/2019

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

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 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

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 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

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 gunitite 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 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

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 07/01/2018

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline

wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person;

Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

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

LABO1184-004 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO1414-003 08/08/2018

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

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 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

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 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.18	19.22

PAIN0036-013 10/01/2018

	Rates	Fringes
GLAZIER.....	\$ 43.55	19.72

 PAIN0036-019 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.02	13.68

 PLAS0200-004 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

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

 PLAS0500-002 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 35.75	22.48

 PLUM0016-008 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
El Centro Naval Air Facility.....	\$ 56.46	20.71
Plumber and Pipefitter		
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

 PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.16	25.19
Sewer & Storm Drain Work....	\$ 44.16	25.19

 ROOF0045-001 07/01/2018

	Rates	Fringes
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ROOFER.....\$ 31.00 8.62

 SFCA0669-002 04/01/2018

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.73	21.90

 SHEE0206-002 07/01/2017

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 27.70	8.43
SHEET METAL WORKER.....	\$ 36.88	26.52

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 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION

**STATE
PREVAILING WAGE
RATES**

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # BOILERMAKER-BLACKSMITH

DETERMINATION: C-14-X-2-2018-1

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: September 30, 2018** 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 the State of California

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension ^d	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday/ Holiday 2X
^a AREA 1 Boilermaker-Blacksmith	\$44.07	\$8.57	^b \$17.55	^b \$3.50	\$3.90	\$0.49	8	\$78.08	¢\$110.64	¢\$110.64	\$143.20
^a AREA 2 Boilermaker-Blacksmith	\$45.12	\$8.57	^b \$21.30	^b \$4.00	\$4.40	\$0.49	8	\$83.88	¢\$119.09	¢\$119.09	\$154.30
^a AREA 3 Boilermaker-Blacksmith	\$41.55	\$8.57	^b \$19.57	^b \$3.50	\$4.40	\$0.49	8	\$78.08	¢\$110.39	¢\$110.39	\$142.70

DETERMINATION: C-14-X-2-2018-1

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: September 30, 2018* 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 the State of California

^a AREA 1 Boilermaker-Blacksmith Helper ^f	\$24.24	e	^b \$0.69	-	\$3.90	\$0.49	8	\$29.32	¢\$41.785	¢\$41.785	\$54.25
^a AREA 2 Boilermaker-Blacksmith Helper ^f	\$24.82	e	^b \$0.69	-	\$4.40	\$0.49	8	\$30.40	¢\$43.155	¢\$43.155	\$55.91
^a AREA 3 Boilermaker-Blacksmith Helper ^f	\$22.85	e	^b \$0.69	-	\$4.40	\$0.49	8	\$28.43	¢\$40.20	¢\$40.20	\$51.97

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 Area 1 - Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura Counties.

Area 2 - Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties.

Area 3 - All other remaining counties.

^b Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

^c Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate.

^d Includes amount for Annuity Trust Fund.

^e Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

^f One Helper shall be employed on each job of 5 to 10 employees.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # IRON WORKER

DETERMINATION: C-20-X-1-2018-2

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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 the State of California

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	^c Daily 1 1/2X	^c Saturday 1 1/2X	Sunday/ Holiday
AREA 1^a											
Iron Worker (Ornamental, Reinforcing, Structural)	\$38.25	9.55	13.32	^b 4.55	0.72	3.315	8	69.705	88.83	88.83	107.955
Fence Erector	\$31.83	7.38	8.99	^b 3.17	0.51	2.435	8	54.315	70.23	70.23	86.145
AREA 2^a											
Iron Worker (Ornamental, Reinforcing, Structural)	\$38.00	9.55	13.32	^b 4.55	0.72	3.315	8	69.455	88.455	88.455	107.455
Fence Erector	\$31.58	7.38	8.99	^b 3.17	0.51	2.435	8	54.065	69.855	69.855	85.645

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

^a **AREA 1** – ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, INYO, KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN BERNARDINO, SAN DIEGO, SAN JOAQUIN, SAN LUIS OBISPO, SANTA BARBARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, VENTURA, YOLO, AND YUBA COUNTIES.

^b Includes supplemental dues.

^c Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-3-2018-2

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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 the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc and Siskiyou - see page 2I)

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Training	Other Payments	Hours	Total Hourly Rate	Daily 2X	Saturday 2X	Sunday and Holiday
# Lineman, Cable Splicer	\$56.79	6.50	^a 9.43	^b 0.28	^c 0.61	8	75.31	134.69	134.69	134.69
## Powderman	50.71	6.50	^a 8.69	^b 0.25	^c 0.55	8	68.22	121.24	121.24	121.24
## Groundman	34.68	6.50	^a 8.65	^b 0.17	^c 0.38	8	51.42	87.68	87.68	87.68

DETERMINATION: C-61-X-4-2018-1

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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 the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou – see page 2I. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties – see page 2A-1.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments			Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Hours	Total Hourly Rate	Daily 1½X	Saturday 1½X	Sunday/ Holiday 1½X
## Pole Restoration Journeyman	\$29.67	5.75	^a 0.60	0.80	8	37.71	52.99	^c 52.99	52.99
After 1 year	29.67	5.75	^a 0.60	1.37	8	38.28	53.56	^c 53.56	53.56
After 3 years	29.67	5.75	^a 0.60	1.94	8	38.85	54.13	^c 54.13	54.13
After 6 years	29.67	5.75	^a 0.60	2.51	8	39.42	54.70	^c 54.70	54.70
## Senior Technician ^d	19.19	5.75	^a 0.60	0.52	8	26.64	36.52	^c 36.52	36.52
After 1 year	19.19	5.75	^a 0.60	0.89	8	27.01	36.89	^c 36.89	36.89
After 3 years	19.19	5.75	^a 0.60	1.26	8	27.38	37.26	^c 37.26	37.26
After 6 years	19.19	5.75	^a 0.60	1.63	8	27.75	37.63	^c 37.63	37.63
## Pole Treatment Journeyman	26.51	5.75	^a 0.60	0.71	8	34.37	48.02	^c 48.02	48.02
After 1 year	26.51	5.75	^a 0.60	1.22	8	34.88	48.53	^c 48.53	48.53
After 3 years	26.51	5.75	^a 0.60	1.73	8	35.385	49.04	^c 49.04	49.04
After 6 years	26.51	5.75	^a 0.60	2.24	8	35.90	49.55	^c 49.55	49.55
## Pole Restoration and Treatment ^d									
Technician (First 6 months)	14.86	5.75	^a 0.60	0.40	8	22.06	29.71	^c 29.71	29.71
Technician (After 6 months)	15.21	5.75	^a 0.60	0.41	8	22.43	30.26	^c 30.26	30.26

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

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

Indicates a non-apprenticeable craft.

^a In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

^b This amount is factored at the applicable overtime rate.

^c Saturdays may be scheduled as a make-up day at the regular straight time rate.

^d The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

^e Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime 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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-5-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013* 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, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments			Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Hours	Total Hourly Rate	Daily 1½X	Saturday 1½X	Sunday/ Holiday 1½X
## Pole Restoration Journeyman	\$26.11	5.00	^a 0.60	-	8	32.49	45.94	^c 45.94	45.94
After 6 Months	\$26.11	5.00	^a 0.60	1.21	8	33.70	47.145	^c 47.145	47.145
After 3 years	\$26.11	5.00	^a 0.60	1.86	8	34.35	47.795	^c 47.795	47.795
After 6 years	\$26.11	5.00	^a 0.60	2.21	8	34.70	48.145	^c 48.145	48.145
## Senior Technician ^d	16.89	5.00	^a 0.60	-	8	23.00	31.70	^c 31.70	31.70
After 6 Months	16.89	5.00	^a 0.60	0.78	8	23.78	32.48	^c 32.48	32.48
After 3 years	16.89	5.00	^a 0.60	1.20	8	24.20	32.90	^c 32.90	32.90
After 6 years	16.89	5.00	^a 0.60	1.43	8	24.43	33.13	^c 33.13	33.13
## Pole Treatment Journeyman	23.33	5.00	^a 0.60	-	8	29.63	41.645	^c 41.645	41.645
After 6 Months	23.33	5.00	^a 0.60	1.08	8	30.71	42.725	^c 42.725	42.725
After 3 years	23.33	5.00	^a 0.60	1.66	8	31.29	43.305	^c 43.305	43.305
After 6 years	23.33	5.00	^a 0.60	1.97	8	31.60	43.615	^c 43.615	43.615
## Pole Restoration and Treatment ^d									
Technician (First 6 months)	13.07	5.00	^a 0.60	0.60	8	19.66	26.39	^c 26.39	26.39
Technician (After 6 months)	13.38	5.00	^a 0.60	0.62	8	20.00	26.89	^c 26.89	26.89
Technician (After 3 Years)	13.38	5.00	^a 0.60	0.95	8	20.33	27.22	^c 27.22	27.22
Technician (After 6 Years)	13.38	5.00	^a 0.60	1.13	8	20.51	27.40	^c 27.40	27.40

Indicates a non-apprenticeable craft.

^a In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

^b This amount is factored at the applicable overtime rate.

^c Saturdays may be scheduled as a make-up day at the regular straight time rate.

^d The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

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: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2

ISSUE DATE: August 22, 2003

EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Los Angeles, San Francisco, San Mateo, and Santa Clara Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	Holiday	
Telecommunications Technician	28.50	2.79	0.93	3.28	-	8	35.50	1 1/2X ^a	2 1/2X

^a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2A

ISSUE DATE: August 22, 2003

EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Contra Costa, Marin, Orange, and San Diego counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	Holiday	
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	1 1/2X ^a	2 1/2X

^a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday .

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2B

ISSUE DATE: August 22, 2003

EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	1 1/2X ^a	2 1/2X
Telecommunications Technician	27.18	2.79	0.93	3.13	-	8	34.03	47.62	74.80

^a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-422-X-10-2018-1

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: March 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Inyo, Mono and San Bernardino, and Santa Barbara Counties.

Classification (Journey person)	Step ^a	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
			Health and Welfare ^e	Pension	Vacation ^b and Holiday	Training	Hours	Total Hourly Rate	1 1/2X ^c	2X ^d
Telephone Installation Worker	1	11.73	0.07	-	0.99	-	8	12.79	18.655	24.52
	2	12.78	0.07	-	1.08	-	8	13.93	20.32	26.71
	3	14.05	0.08	-	1.19	-	8	15.32	22.345	29.37
	4	15.50	0.09	-	1.31	-	8	16.90	24.65	32.40
	5	17.20	0.10	-	1.46	-	8	18.76	27.36	35.96
	6	19.36	0.11	-	1.64	-	8	21.11	30.79	40.47
	7	22.13	0.13	-	1.87	-	8	24.13	35.195	46.26

^aThe time interval between steps is six months.

^bRates apply to the first eight years of employment only: for employment over eight years, \$2.30 per hour worked; for employment over fifteen years, \$ 2.72 per hour worked; for employment over twenty-five years, \$3.15 per hour worked.

^cRate applies to work in excess of a regular shift. Rate applies to all hours worked on Sunday, except those hours which exceed 55 hours weekly.

^dRate applies to all hours which exceed 55 hours weekly.

^eIncludes an amount for sick leave. Benefit is paid until 270 sick leave workdays are accumulated.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

CRAFT: ##TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

DETERMINATION: C-TT-2018-1

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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: Alpine, Amador, Calaveras, Del Norte, Fresno, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Mendocino, Merced, Sacramento, San Joaquin, Sonoma, Stanislaus, Tulare, and Tuolumne Counties (REF: 61-1245-12)

CRAFT/CLASSIFICATION	Basic Hourly Rate	Health and Welfare	Employer Payments			Holiday	Straight-Time Hours	Overtime	
			Pension	Vacation	Total Hourly Rate			Daily ^a 1 1/2X	Daily 2X
Climber	24.40	5.75	0.77 ^b	0.47 ^c	0.66	8	32.05	37.70 ^z	50.26
Climber Trainee (0-6 Months)	17.93	5.75	0.56	0.34	0.48	8	25.06	27.70 ^z	36.94
Climber Trainee (7-12 Months)	20.52	5.75	0.64	0.39	0.55	8	27.85	31.70 ^z	42.27
Climber Trainee (13-18 Months)	21.82	5.75	0.68	0.42	0.59	8	29.26	33.71 ^z	44.95
Climber Trainee (19-24 Months) ^{aa}	22.99	5.75	0.72	0.44	0.62	8	30.52	35.52 ^z	47.36
Groundperson First 6 months	15.60	5.75	0.49	0.30	0.42	8	22.56	24.10 ^z	32.14
Groundperson After 6 months	16.73	5.75	0.53 ^d	0.32 ^e	0.45	8	23.78	25.85 ^z	34.46

DETERMINATION: C-TT-2018-1A

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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: Butte, Colusa, Glenn, Lassen, Modoc, Shasta, Siskiyou, Sutter, Tehama, Trinity, and Yuba Counties (REF: 61-1245-12)

Climber	24.73	5.75	0.78 ^f	0.48 ^g	0.67	8	32.41	38.21 ^z	50.94
Climber Trainee (0-12 Months)	17.97	5.75	0.56	0.35	0.48	8	25.11	27.76 ^z	37.02
Climber Trainee (13-24 Months) ^{aa}	22.04	5.75	0.69	0.42	0.59	8	29.49	34.05 ^z	45.40
Groundperson First 6 months	14.01	5.75	0.44	0.27	0.38	8	20.85	21.65 ^z	28.86
Groundperson After 6 months	16.85	5.75	0.53 ^h	0.32 ⁱ	0.45	8	23.90	26.03 ^z	34.71

DETERMINATION: C-TT-2018-1B

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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: Alameda, Contra Costa, El Dorado, Nevada, Placer, Plumas, Sierra, Solano, and Yolo Counties (REF: 61-1245-12)

Climber	24.85	5.75	0.78 ^j	0.48 ^k	0.67	8	32.53	38.39 ^z	51.19
Climber Trainee (0-6 Months)	18.26	5.75	0.57	0.35	0.49	8	25.42	28.21 ^z	37.62
Climber Trainee (7-12 Months)	20.88	5.75	0.66	0.40	0.56	8	28.25	32.26 ^z	43.01
Climber Trainee (13-18 Months)	22.18	5.75	0.70	0.43	0.60	8	29.66	34.27 ^z	45.69
Climber Trainee (19-24 Months)	23.36	5.75	0.73	0.45	0.63	8	30.92	36.09 ^z	48.12
Groundperson First 6 months	15.90	5.75	0.50	0.31	0.43	8	22.89	24.57 ^z	32.75
Groundperson After 6 months	17.06	5.75	0.54 ^l	0.33 ^m	0.46	8	24.14	26.36 ^z	35.14

DETERMINATION: C-TT-2018-1C

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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: Marin and Napa Counties (REF: 61-1245-12)

Climber	24.05	5.75	0.75 ⁿ	0.46 ^o	0.65	8	31.66	37.16 ^z	49.54
Climber Trainee (0-6 Months)	17.68	5.75	0.56	0.34	0.48	8	24.81	27.32 ^z	36.42
Climber Trainee (7-12 Months)	20.17	5.75	0.63	0.39	0.54	8	27.48	31.16 ^z	41.55
Climber Trainee (13-18 Months)	21.42	5.75	0.67	0.41	0.58	8	28.83	33.09 ^z	44.13
Climber Trainee (19-24 Months) ^{aa}	22.62	5.75	0.71	0.44	0.61	8	30.13	34.95 ^z	46.60
Groundperson First 6 months	15.38	5.75	0.48	0.30	0.41	8	22.32	23.76 ^z	31.68
Groundperson After 6 months	16.51	5.75	0.52 ^p	0.32 ^q	0.44	8	23.54	25.51 ^z	34.01

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

CRAFT: ##TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

DETERMINATION: C-TT-2018-1D

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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: San Francisco, San Mateo, and Santa Clara Counties (REF: 61-1245-12)

CRAFT/CLASSIFICATION	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime	
		Health and Welfare	Pension	Vacation	Holiday	Hours	Total Hourly Rate	Daily ^a 1 1/2X	Daily 2X
Climber	25.43	5.75	0.80 ^r	0.49 ^s	0.68	8	33.15	39.29 ^z	52.39
Climber Trainee (0-6 Months)	18.69	5.75	0.59	0.36	0.50	8	25.89	28.88 ^z	38.50
Climber Trainee (7-12 Months)	21.08	5.75	0.66	0.41	0.57	8	28.47	32.57 ^z	43.42
Climber Trainee (13-18 Months)	22.73	5.75	0.71	0.44	0.61	8	30.24	35.12 ^z	46.82
Climber Trainee (19-24 Months) ^{aa}	23.97	5.75	0.75	0.46	0.65	8	31.58	37.03 ^z	49.38
Groundperson First 6 months	16.31	5.75	0.51	0.31	0.44	8	23.32	25.20 ^z	33.60
Groundperson After 6 months	17.44	5.75	0.55 ^t	0.34 ^u	0.47	8	24.55	26.94 ^z	35.93

DETERMINATION: C-TT-2018-1E

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: December 31, 2018** 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: Monterey, San Benito, San Luis Obispo, and Santa Cruz Counties (REF: 61-1245-12)

Climber	25.85	5.75	0.81 ^v	0.50 ^w	0.70	8	33.61	39.94 ^z	53.25
Climber Trainee (0-6 Months)	19.00	5.75	0.60	0.37	0.51	8	26.23	29.36 ^z	39.14
Climber Trainee (7-12 Months)	21.72	5.75	0.68	0.42	0.58	8	29.15	33.56 ^z	44.74
Climber Trainee (13-18 Months)	23.12	5.75	0.73	0.44	0.62	8	30.66	35.72 ^z	47.63
Climber Trainee (19-24 Months) ^{aa}	24.41	5.75	0.77	0.47	0.66	8	32.06	37.71 ^z	50.28
Groundperson First 6 months	16.59	5.75	0.52	0.32	0.45	8	23.63	25.63 ^z	34.18
Groundperson After 6 months	17.77	5.75	0.56 ^x	0.34 ^y	0.48	8	24.90	27.45 ^z	36.61

Not an apprenticeable craft.

^a Rate applies to the first 4 daily overtime hours. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at straight time if job is shut down during the normal workweek due to inclement weather. Employer payments are not included in overtime, overtime is calculated by multiplying the Basic Hourly Rate (plus an amount equivalent to 3% of the Basic Hourly Rate) by the applicable overtime multiplier.

^b \$0.78 after 3 years of service; \$0.79 after 10 years.

^c \$0.94 after 3 years of service; \$1.41 after 10 years.

^d \$0.53 after 3 years of service; \$0.54 after 10 years.

^e \$0.64 after 3 years of service; \$0.97 after 10 years.

^f \$0.79 after 3 years of service; \$0.80 after 10 years.

^g \$0.95 after 3 years of service; \$1.43 after 10 years.

^h \$0.54 after 3 years of service; \$0.55 after 10 years.

ⁱ \$0.65 after 3 years of service; \$0.97 after 10 years.

^j \$0.79 after 3 years of service; \$0.81 after 10 years.

^k \$0.96 after 3 years of service; \$1.43 after 10 years.

^l \$0.55 after 3 years of service; \$0.56 after 10 years.

^m \$0.66 after 3 years of service; \$0.98 after 10 years.

ⁿ \$0.77 after 3 years of service; \$0.78 after 10 years.

^o \$0.93 after 3 years of service; \$1.39 after 10 years.

^p \$0.53 after 3 years of service; \$0.54 after 10 years.

^q \$0.64 after 3 years of service; \$0.95 after 10 years.

^r \$0.81 after 3 years of service; \$0.83 after 10 years.

^s \$0.98 after 3 years of service; \$1.47 after 10 years.

^t \$0.56 after 3 years of service; \$0.57 after 10 years.

^u \$0.67 after 3 years of service; \$1.01 after 10 years.

^v \$0.83 after 3 years of service; \$0.84 after 10 years.

^w \$0.99 after 3 years of service; \$1.49 after 10 years.

^x \$0.57 after 3 years of service; \$0.58 after 10 years.

^y \$0.68 after 3 years of service; \$1.03 after 10 years.

^z Rate also applies to holidays.

^{aa} After 6 months at the Climber Trainee (19-24 Months) rate, the Trainee shall be promoted to the Climber rate of pay.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

CRAFT: ##TREE TRIMMER (LINE CLEARANCE)

DETERMINATION: C-TT-61-465-5-2010-1

ISSUE DATE: August 22, 2010

EXPIRATION DATE OF DETERMINATION: September 3, 2011* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within San Diego County.

CRAFT/CLASSIFICATION	<u>Employer Payments</u>					<u>Straight-Time</u>		<u>Overtime</u>	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily ^{aa} 1 1/2X	Daily ^{bb} 2X
Tree Trimmer									
Trainee (0-18 Months)	16.18	0.89	-	1.06	-	8	18.13	26.22	34.31
1st year Climber	18.26	0.89	-	1.19	-	8	20.34	29.47	38.60
2nd year Climber	20.76	0.89	-	1.76	-	8	23.41	33.79	44.17
Thereafter Climber	23.28	0.89	-	1.97 ^{cc}	-	8	26.14	37.78	49.42
Groundman									
1st year	13.18	0.89	-	0.86	-	8	14.93	21.52	28.11
Thereafter	14.23	0.89	-	1.20 ^{dd}	-	8	16.32	23.435	30.55

DETERMINATION: C-TT-61-465-5A-2018-1

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: December 30, 2018** 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 County

Tree Trimmer									
1st year Climber	16.44	1.45	-	1.01	-	8	18.90	27.12	35.34
2nd year Climber	19.56	1.45	-	1.58	-	8	22.59	32.37	42.15
3rd year Climber	21.55	1.45	-	1.74	-	8	24.74	35.52	46.29
Thereafter Climber	22.29	1.45	-	1.80 ^{ee}	-	8	25.54	36.69	47.83
Trimmer Trainee									
Step 1 (0-6 Months)	13.51	1.45	-	0.52	-	8	15.48	22.235	28.99
Step 2 (7-18 Months)	14.12	1.45	-	0.54 ^{gg}	-	8	16.11	23.17	30.23
Groundman	12.63	1.45	-	0.49 ^{ff}	-	8	14.57	20.88	27.20

DETERMINATION: C-TT-61-47-3-2018-1

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: December 29, 2018** 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 Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties.

Tree Trimmer									
Step 1 ^{hh}	15.05	3.51	0.44	0.69	-	8	19.69	27.22 ⁱⁱ	34.74
Step 2	16.01	3.51	0.47	0.74	-	8	20.73	28.74 ⁱⁱ	36.74
Step 3	16.66	3.51	0.48	0.77 ^{jj}	-	8	21.42	29.75 ⁱⁱ	38.08
Step 4	17.40	3.51	0.51	0.80 ^{kk}	-	8	22.22	30.92 ⁱⁱ	39.62
Tree Trimmer Trainee	14.30	3.51	0.42	0.66	-	8	18.89	26.04 ⁱⁱ	33.19

Footnotes listed on page 2G

(Recognized Holidays and Travel and Subsistence Payment footnotes listed on page 2G)

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- ^{aa} Rates apply to work in excess of 40 hours in a week, 8 hours in a day, and any time on a non-work day or holiday. A normal non-work day in the same workweek may be worked at the straight time if job was shut down during the normal workweek due to inclement weather.
 - ^{bb} Rates apply to work in excess of 12 hours in a day.
 - ^{cc} \$2.42 after 7 years of service at this level.
 - ^{dd} \$1.48 after 8 years at this level.
 - ^{ee} \$2.23 after 10 years of service at this level.
 - ^{ff} \$0.78 after 1 year; \$1.02 after 2 years; \$1.26 after 10 years at this level.

- ^{gg} \$0.87 after 1 year at this level.
- ^{hh} Progression from one step to another will begin upon completion of a minimum of 12 months of service.
- ⁱⁱ Rates apply to the first 4 daily overtime hours in the regular workweek and the first 12 hours on any non-work day. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at the straight-time if job was shut down during the normal workweek due to inclement weather.
- ^{jj} \$1.09 after 2 years of service with the company; \$1.41 after 10 years of service with the company
- ^{kk} \$1.14 after 2 years of service with the company; \$1.47 after 10 years of service.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2018-1

Issue Date: August 22, 2018

Expiration date of determination: July 31, 2019** 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.

Localities: All localities within Alameda, Contra Costa, Mendocino, and Solano Counties. (REF: 232-81-1)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Straight-Time Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$35.79	\$10.20	\$6.53	\$3.61	\$0.85	\$0.64	8.0 ^a	\$57.62	\$72.51 ^(b)	\$72.51 ^(b)	\$93.41

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

^a In the event that conditions over which the roofing contractor has no control (i.e. adverse weather, project delays, logistical problems, general contractor or building owner requirements, etc.) prevent employees from working on one or more days during the regular work week, work performed on Saturday may be paid at the straight time rates.

^b Rate applies to the first 4 daily overtime hours and first 12 hours worked on Saturday; all other time is paid at the Sunday/Holiday overtime hourly 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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2018-1A

Issue Date: February 22, 2018

Expiration date of determination: March 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Amador and El Dorado Counties. (REF: 830-232-15)

Classification	Basic Hourly Rate	Employer Payments ^a					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
Amador County:											
# Metal Roofing Systems Installer	\$20.41	\$5.79	\$2.80	\$3.74	\$0.20	\$0.05	8.0	\$32.99	\$43.19	\$43.19 ^b	\$53.40
El Dorado County:											
# Metal Roofing Systems Installer	\$18.81	\$5.35	\$2.80	\$3.48	\$0.20	-	8.0	\$30.64	\$40.045	\$40.045 ^b	\$49.45

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

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Saturdays in the same workweek may be worked at straight-time if job is shut down for 2 or more days during the normal workweek due to wind, rain, snow or ice, fog, frost, dew or extreme heat.

* There is no predetermined increase applicable to this determination.

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 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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2014-1B

Issue Date: August 22, 2014

Expiration date of determination: September 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Butte, Lassen, Marin, Placer, Sacramento, San Joaquin, Sonoma, Yolo and Yuba Counties. (REF: 830-232-16)

Classification	Basic Hourly Rate ^a	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate			
		Health And Welfare ^a	Pension ^a	Vacation And Holiday ^a	Training ^a	Other ^a			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (1½ X)	
Butte, Lassen, Placer, Sacramento, Yolo and Yuba Counties:												
# Metal Roofing Systems Installer	\$32.33	\$7.25	\$4.40	^b	\$0.32	-	8.0	\$44.30	\$60.465 ^c	\$60.465 ^c	\$60.465 ^c	
San Joaquin County:												
# Metal Roofing Systems Installer	\$29.99	\$7.25	\$4.25	^b	\$0.32	-	8.0	\$41.81	\$56.805 ^c	\$56.805 ^c	\$56.805 ^c	
Marin and Sonoma Counties:												
# Metal Roofing Systems Installer	\$33.16	-	-	^b	-	\$10.90	8.0	\$44.06	\$60.64 ^c	\$60.64 ^c	\$60.64 ^c	

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

^a Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

^b Included in straight-time hourly rate.

^c Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

* There is no predetermined increase applicable to this determination.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1C

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Calaveras County. (REF: 830-166-4)

Classification	Basic Hourly Rate	Employer Payments ^a					Straight-Time Hours	Straight-Time Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$47.59 ^b	-	-	-	\$0.45	-	8.0	\$48.04	\$71.835 ^c	\$71.835 ^c	\$71.835 ^c

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Includes an amount for Health and Welfare, Pension, Vacation/Holiday, Dues Check Off, and Other Payments.

^c Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1D

Issue Date: August 22, 2012

Expiration date of determination: September 30, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Fresno County. (REF: 830-232-18)

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
Fresno County: # Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	^a	\$0.10	-	8.0	\$30.35	\$41.875	\$41.875	\$53.40

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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 Included in straight-time hourly rate.

* There is no predetermined increase applicable to this determination.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1E

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Humboldt, Madera, Napa, and Shasta Counties. (REF: 830-232-17)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (1½ X)
Humboldt County:											
## Metal Roofing Systems Installer	\$16.00	-	-	-	-	\$2.00	8.0	\$18.00	\$26.00 ^a	\$26.00 ^a	\$26.00 ^a
Madera County:											
# Metal Roofing Systems Installer	\$26.75	\$2.00	\$2.00	-	\$0.15	-	8.0	\$30.90	\$44.275 ^a	\$44.275 ^a	\$44.275 ^a
Napa County:											
## Metal Roofing Systems Installer	\$18.00	-	-	\$0.35	-	-	8.0	\$18.35	\$27.35 ^a	\$27.35 ^a	\$27.35 ^a
Shasta County:											
## Metal Roofing Systems Installer	\$19.83	-	-	-	\$0.20	-	8.0	\$20.03	\$29.945 ^a	\$29.945 ^a	\$29.945 ^a

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, 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>.

Rates for apprentices are not available in the General Prevailing Wage Apprentice Schedule.

^aRate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2018-1F

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: June 30, 2019** 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.

LOCALITIES: All localities within Los Angeles, Orange, Riverside and San Bernardino Counties. (REF: 166-102-1)

Classification	Basic Hourly Rate ^a	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension ^c	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b (1½ X)	Saturday ^b (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$44.28	\$10.62	\$17.04	-	\$0.82	\$0.65	8.0	\$73.41	\$95.55	\$95.55	\$117.69

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

^a Includes amount withheld for Working Dues.

^b Rate applies for the first 4 overtime hours Monday through Friday and the first 12 hours worked on Saturday. All other time is paid at the Sunday/Holiday overtime rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

^c Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2018-2G

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: June 30, 2019** 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.

LOCALITIES: All localities within Monterey County^f. (REF: 166-104-10)

Classification	Employer Payments						Straight-Time Total Hours	Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other		Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
# Metal Roofing Systems Installer	\$48.90 ^a	\$13.78 ^e	\$19.66 ^b	c	\$1.43	\$0.57	8.0	\$84.34	\$110.08 ^d	\$110.08 ^d	\$135.81

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

^a Includes amount for Vacation/Holiday and Dues Check Off.

^b Includes an amount for PSP that is factored at the applicable overtime multiplier. Includes an amount equal to 3% of wages and employee benefits (excluding training and other payment) for National SASMI Fund (Wage Stabilization Plan). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^c Included in Straight-Time hourly rate.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only; All other time is paid at the Sunday and Holiday overtime hourly rate.

^e Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^f Rate applies to jobsites under 20 miles from Market and Main Streets in Salinas, CA. For rates outside that zone refer to the Travel and Subsistence provisions applicable to this determination.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2018-11

Issue Date: August 22, 2018

Expiration date of determination: June 30, 2019**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.

Localities: All localities within San Diego County. (REF: 166-206-1)

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$37.93 ^a	\$9.12 ^b	\$17.48 ^c	-	\$0.88 ^d	\$0.59 ^e	8.0 ^f	\$66.00	\$84.965 ^g	\$84.965 ^g	\$103.93 ^g

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 amount withheld for Working Dues.

^b Includes an amount for the Sheet Metal Occupational Health Institute Trust.

^c Includes amount for 401(a) Plan. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

^d Includes an amount for International Training Institute.

^e Includes amounts for National Energy Management Institute (NEMI) Fund, Sheet Metal Workers' International Scholarship Fund (SMWSF) and Industry Fund.

^f Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

^g Rate applies to the first 2 Daily overtime hours and the first 10 hours on Saturday; All other time is paid at the Sunday and Holiday overtime 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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2018-1J

Issue Date: August 22, 2018

Expiration date of determination: June 30, 2019** 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.

Localities: All localities within San Francisco, San Mateo and Santa Clara Counties (REF: 166-104-1)

Classification	Employer Payments						Straight-Time Total Hours	Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other		Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
# Metal Roofing Systems Installer	\$59.11 ^a	\$14.40 ^e	\$28.69 ^f	^b	\$1.48	\$0.71	8.0 ^c	\$104.39	\$137.23 ^d	\$137.23 ^d	\$170.07

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 Includes amount for Vacation/Holiday and Dues Check Off.

^b Included in Straight-Time Hourly Rate.

^c For San Francisco County, the Straight-Time Hours is 7 hours.

^d For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

^e Includes SMOHIT and SHC. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^f Includes an amount for Pension which is factored at the applicable overtime multiplier. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Wage Unit at (415) 703-4774.

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

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

**# METAL ROOFING SYSTEMS INSTALLER
(SPECIAL SINGLE SHIFT)**

Determination: C-MR-2018-2JA

Issue Date: August 22, 2018

Expiration date of determination: June 30, 2019** 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.

Localities: All localities within San Francisco, San Mateo and Santa Clara Counties (REF: 166-104-1)

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$66.20 ^a	\$14.40 ^e	\$28.69 ^f	^b	\$1.48	\$0.71	8.0 ^c	\$111.48	\$147.87 ^d	\$147.87 ^d	\$184.25

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 amount for Vacation/Holiday and Dues Check Off.

^b Included in Straight-Time Hourly Rate.

^c For San Francisco County, the Straight-Time Hours is 7 hours.

^d For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

^e Includes SMOHIT and SHC. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^f Includes an amount for Pension which is factored at the applicable overtime multiplier. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Wage Unit at (415) 703-4774.

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

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

**# METAL ROOFING SYSTEMS INSTALLER
(SECOND SHIFT)**

Determination: C-MR-2018-2JA

Issue Date: August 22, 2018

Expiration date of determination: June 30, 2019** 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.

Localities: All localities within San Francisco, San Mateo and Santa Clara Counties (REF: 166-104-1)

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$65.02 ^a	\$14.40 ^e	\$28.69 ^f	^b	\$1.48	\$0.71	8.0 ^c	\$110.30	\$146.10 ^d	\$146.10 ^d	\$181.89

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 amount for Vacation/Holiday and Dues Check Off.

^b Included in Straight-Time Hourly Rate.

^c For San Francisco County, the Straight-Time Hours is 7 hours.

^d For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

^e Includes SMOHIT and SHC. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^f Includes an amount for Pension which is factored at the applicable overtime multiplier. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Wage Unit at (415) 703-4774.

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

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

**# METAL ROOFING SYSTEMS INSTALLER
(THIRD SHIFT)**

Determination: C-MR-2018-2JA

Issue Date: August 22, 2018

Expiration date of determination: June 30, 2019** 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.

Localities: All localities within San Francisco, San Mateo and Santa Clara Counties (REF: 166-104-1)

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$67.98 ^a	\$14.40 ^e	\$28.69 ^f	^b	\$1.48	\$0.71	8.0 ^c	\$113.26	\$150.54 ^d	\$150.54 ^d	\$187.81

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 amount for Vacation/Holiday and Dues Check Off.

^b Included in Straight-Time Hourly Rate.

^c For San Francisco County, the Straight-Time Hours is 7 hours.

^d For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

^e Includes SMOHIT and SHC. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^f Includes an amount for Pension which is factored at the applicable overtime multiplier. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Wage Unit at (415) 703-4774.

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

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

METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2018-1K

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: May 31, 2018** 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.

LOCALITIES: All localities within Santa Barbara County. (REF: 20-X-1)

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$37.00	\$9.55	\$13.32	\$4.00 ^a	\$0.72	\$2.865	8.0	\$67.455	\$85.955 ^b	\$85.955 ^b	\$104.455

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

^a Includes supplemental dues.

^b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other time is at the Sunday/Holiday rate.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2018-1L

Issue Date: August 22, 2018

Expiration date of determination: June 30, 2019** 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.

Localities: All localities within Siskiyou County. (REF: 23-31-1)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate				
		Health and Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday ^d (2 X)	Sunday/Holiday (2 X)		
# Metal Roofing Systems Installer	\$41.17	\$11.45 ^a	\$10.10	\$4.44 ^a	\$0.93	\$2.59 ^b	8.0	\$70.68	\$91.265 ^c	\$111.85	\$91.265 ^c	\$111.85	\$111.85 ^f

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

^a Includes an amount per hour worked for Work Fees. The vacation amount is \$2.45 per hour worked.

^b Includes amounts for Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Carpenter Employers Contract Administration, Contract Work Preservation, and Vacation/Holiday/Sick Leave Admin.

^c For building construction, rate applies to the first 4 hours daily overtime. All heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

^d Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

^e Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

^f Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1M

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Stanislaus County. (REF: 830-166-5)

Classification	Basic Hourly Rate	Employer Payments ^a					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$32.84 ^b	\$7.43	\$7.22	^c	\$0.45	\$0.10	8.0	\$48.04	\$64.46 ^d	\$64.46 ^d	\$80.88

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Includes amount for Vacation/Holiday and Dues Check Off.

^c Included in straight-time hourly rate.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only; All other time is paid at the Sunday and Holiday overtime hourly rate.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2018-1N

Issue Date: February 22, 2018

Expiration date of determination: December 31, 2018** 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.

Localities: All localities within Tulare County. (REF: 232-27-1)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Overtime Hourly Rate			
		Health And Welfare	Pension	Vacation And Holiday	Training Other ^c	Total Hourly Rate		Daily (1½ X)	Saturday ^d (1½ X)	Sunday/ Holiday (2 X)	
# Metal Roofing Systems Installer	\$29.11 ^a	\$6.48	\$7.40	^b	\$0.30	\$0.03	8.0	\$43.32	\$57.88	\$57.88	\$72.43

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

^a Includes amount for Vacation/Holiday and Dues Check Off.

^b Included in Basic Hourly Rate.

^c Includes an amount for the Roofers and Waterproofers Research and Education Joint Trust Fund.

^d When adverse weather or job scheduling problems exist causing an employee to work less than forty (40) hours in a week Saturday may be used as a make-up day at straight time wage rates.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-10

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Ventura County. (REF: 830-166-6)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Straight-Time Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$30.29 ^a	\$6.60	\$5.75 ^b	^c	\$0.80	\$0.54	8.0	\$43.98	\$59.13 ^d	\$59.13 ^d	\$74.27 ^e

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, 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 amount withheld for Dues Check Off.

^b Includes an amount per hour for COLA Fund.

^c Included in straight-time hourly rate.

^d Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday & Sunday. All other overtime is paid at the Double time and Holiday rate.

^e Rate applies after 4 overtime hours Monday through Friday, after 8 hours Saturday and Sunday and all hours worked on Holidays.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-265-2018-1

Issue Date: February 22, 2018

Expiration date of determination: June 30, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Marin, Napa, Solano and Sonoma Counties.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Hours</u>	<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
		<u>Health and Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>		<u>Total Hourly Rate</u>	<u>Daily (1½ X)</u>	<u>Saturday (1½ X)</u>	<u>Sunday/Holiday (2 X)</u>
Ready Mix Driver	\$25.90	\$14.28	\$6.20	\$2.85	-	-	8.0	\$49.23	\$62.18	\$62.18	\$75.13

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-5-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alpine, Amador, Calaveras, San Joaquin and Tuolumne Counties

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$20.10	\$3.09 ^a	-	\$1.005 ^b	-	-	8.0	\$24.195	\$34.245 ^c	\$34.245

^aThe contribution applies to all hours until \$535.26 is paid for the month.

^b\$1.39 after 3 years of service

\$1.78 after 10 years of service

\$2.16 after 20 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-150-53-2017-2

Issue Date: August 22, 2017

Expiration date of determination: June 30, 2018* 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.

Localities: All localities within Butte, Colusa, El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>			
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
Driver: Mixer Truck	\$27.00	\$13.52 ^a	\$10.12	\$3.37	-	-	8.0	\$54.01	\$67.51	\$67.51	\$81.01

^a Contribution shall be paid for all hours worked up to 173 hours per month.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination>. 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-624-17-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Del Norte, Humboldt and Mendocino Counties.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time Hours</u>	<u>Total Hourly Rate</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>			<u>Daily (1½ X)</u>	<u>Sunday/Holiday (1½ X)</u>
Driver: Mixer Truck	\$22.50	\$4.81 ^a	\$5.60	\$2.00	-	-	8.0	\$34.91	\$46.16 ^b	\$46.16

^aThe contribution applies to all hours until \$833.00 is paid for the month.

^bRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-4-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Fresno, Madera, Mariposa, Merced and Stanislaus Counties.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Mixer Truck	\$18.50	\$5.44 ^a	-	\$0.71 ^b	-	-	8.0	\$24.65	\$33.90 ^c	\$33.90

^a The contribution applies to all hours until \$943.38 is paid for the month.

^b \$1.42 after 1 year of service for the employer
\$1.78 after 5 years of service for the employer
\$2.13 after 15 years of service for the employer

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-2-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$14.80	\$3.46 ^a	-	\$0.68 ^b	-	-	8.0	\$18.94	\$26.34 ^c	\$26.34

^aThe contribution applies to all hours until \$600 is paid for the month.

^b\$0.97 after 2 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-36-95-2018-1

Issue Date: February 22, 2018

Expiration date of determination: October 28, 2018** 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.

Localities: All localities within Imperial and San Diego Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (2 X)	
Mixer Driver	\$27.60	\$7.89 ^a	\$4.61	\$1.47 ^b	-	-	8.0	\$41.57	\$55.37 ^c	\$69.17

^aThe contribution applies to all hours until \$1,368.00 is paid for the month.

^b\$2.00 after one year of service
\$2.53 after 7 years of service.
\$3.06 after 14 years of service.

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of 12 hours daily shall be paid the Sunday/Holiday (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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-12-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Inyo, Mono and San Bernardino Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$19.05	\$6.66 ^a	\$1.71	\$1.17 ^b	-	-	8.0	\$28.59	\$38.115 ^c	\$38.115

^aThe contribution applies to all hours until \$1155.24 is paid for the month.

^b\$1.54 after 7 years of service

\$1.91 after 14 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-87-119-2011-1

Issue Date: February 22, 2011

Expiration date of determination: January 15, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Kern, Kings and Tulare Counties.

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday/Holiday (1½ X)	Sunday (2 X)
Driver: Mixer Truck	\$20.11	\$4.89 ^a	\$3.05	\$0.70 ^b	-	-	8.0	\$28.75	\$38.11 ^c	\$38.11 ^c	\$48.16

^a The contribution applies to all hours until \$847.50 is paid for the month.

^b Applies to workers who have been on payroll for thirty (30) days. After 1 year of employment, Vacation and Holiday increases to \$1.08. After 2 years of employment, Vacation and Holiday increases to \$1.47. After 8 years of employment, Vacation and Holiday increases to \$1.86.

^c Overtime is paid at two times (2x) the basic hourly rate for work performed in excess of twelve (12) hours in any work day.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-624-18-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Lake County.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare ^a	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily/ Holiday ^b (1½ X)	Sunday (2X)	
Driver: Mixer Truck	\$20.60	\$4.81	\$6.00	\$2.00	-	-	8.0	\$33.41	\$43.71	\$54.01

^a The contribution applies to all hours until \$833.00 is paid for the month.

^b Rate applies to work in excess of eight (8) hours daily, forty (40) hours weekly and all hours worked on holidays.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-258-2018-1

Issue Date: August 22, 2018

Expiration date of determination: September 30, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Los Angeles, Orange and Ventura Counties.

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday ^d	Training	Other			Daily (1½ X)	Saturday/Holiday (1½ X)	Sunday ^e (2 X)
Ready Mix Driver (After 4 yrs of service)	\$23.60	\$6.00 ^a	\$3.44	\$1.54 ^{bc}	-	-	8.0	\$34.58	\$46.38	\$46.38	\$58.18
Ready Mix Driver (After 3 yrs of service)	\$22.60	\$6.00 ^a	\$3.44	\$1.48 ^d	-	-	8.0	\$33.52	\$44.82	\$44.82	\$56.12
Ready Mix Driver (After 2 yrs of service)	\$21.60	\$6.00 ^a	\$3.44	\$1.41 ^e	-	-	8.0	\$32.45	\$43.25	\$43.25	\$54.05
Ready Mix Driver (After 1 yr of service)	\$20.60	\$6.00 ^a	\$3.44	\$0.95 ^f	-	-	8.0	\$30.99	\$41.29	\$41.29	\$51.59
Ready Mix Driver (1 yr or less of service)	\$19.60	\$6.00 ^a	\$3.44	\$0.00 ^g	-	-	8.0	\$29.04	\$38.84	\$38.84	\$48.64

^a The contribution applies to all hours until \$1040.50 is paid for the month.

^b \$2.00 after 8 years of service

\$2.45 after 15 years of service

^c Includes \$0.64 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^d Includes \$0.61 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^e Includes \$0.58 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^f Includes \$0.55 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^g In addition, \$0.53 for Holidays after four (4) months, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^h Emergency work and breakdown on Sundays shall be paid at time and one-half (1½x) the straight time rate.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-3-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz Counties.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>	<u>Total Hourly Rate</u>	<u>Hours</u>	<u>Daily (1½ X)</u>	<u>Sunday/Holiday (1½ X)</u>
Driver: Mixer Truck	\$21.50	\$9.64	\$1.72 ^a	\$0.99 ^b	-	-	8.0	\$33.85	\$45.46 ^c	\$45.46

^aThis amount is factored at the applicable overtime rate.

^b\$1.41 after 2 years of service
\$1.82 after 10 years of service
\$2.23 after 20 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-1-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Nevada and Sierra Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare ^a	Pension	Vacation And Holiday ^b	Training	Other	Total Hourly Rate	Daily (1½ X) ^c	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$19.25	\$2.96	-	\$0.22	-	-	8.0	\$22.43	\$32.06	\$32.06

^a The contribution applies to all hours until \$513.04 is paid for the month.

^b \$0.59 after 2 years of service

\$0.96 after 5 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

*There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-11-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Riverside County.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$15.00	\$6.33 ^a	\$1.80	\$1.04 ^b	-	-	8.0	\$24.17	\$31.67 ^c	\$31.67

^aThe contribution applies to all hours until \$1097.30 is paid for the month.

^b\$1.33 after 4 years of service
\$1.61 after 14 years of service
\$1.90 after 24 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-6-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within San Luis Obispo County.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$19.14	\$3.04 ^a	\$3.42	\$1.03 ^b	\$0.64	-	8.0	\$27.27	\$36.84 ^c	\$36.84

^aThe contribution applies to all hours until \$526.19 is paid for the month.

^b\$1.40 after 2 years of service,
\$1.70 after 10 years of service.

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-186-15-2010-1

Issue Date: February 22, 2010

Expiration date of determination: March 27, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Santa Barbara County.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday ^d	Training	Other	Hours	Total Hourly Rate	Daily (1½ X) ^e	Sunday/Holiday (2 X)
Mixer Driver	\$21.15 ^a	\$4.91 ^b	\$3.44	\$0.41 ^c	-	-	8.0	\$29.91	\$40.485	\$51.06

^aIncludes an amount (\$0.03) for supplemental dues check off.

^bThe contribution applies to all hours until \$850.00 is paid for the month.

^c \$1.06 after 1 month of service

\$1.46 after 1 year of service

\$1.87 after 7 years of service

\$2.28 after 16 years of service.

^d Includes, after one month, \$0.65 for Holidays, which can be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^eRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of twelve (12) hours daily shall be paid the Sunday/Holiday (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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-260-2018-2

Issue Date: August 22, 2018

Expiration date of determination: December 31, 2018** 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.

Localities: All localities within Alameda and Contra Costa Counties.

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare ^a	Pension	Vacation And Holiday	Training	Other ^g			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
Conventional Trucks (3 axles or less, 8 yards or less) ^e	\$38.57	\$11.43	\$9.92	\$2.52 ^b	-	\$1.39	8.0	\$63.83	\$83.11	\$83.11	\$102.40
Booster Trucks (4 axles or more, 10 yards or less) ^f	\$38.83	\$11.43	\$9.92	\$2.54 ^c	-	\$1.40	8.0	\$64.12	\$83.53	\$83.53	\$102.95
Slider (12 yards)	\$39.33	\$11.43	\$9.92	\$2.57 ^d	-	\$1.41	8.0	\$64.66	\$84.32	\$84.32	\$103.99

^a The contribution applies to all hours until \$1892.25 is paid for the month. Effective 7/1/2019, the contribution applies to all hours until \$1848.92 is paid for the month.

^b \$2.82 after 2 years of service, \$3.12 after 3 years of service, \$3.86 after 5 years of service, \$4.60 after 10 years of service, and \$5.34 after 20 years of service.

^c \$2.84 after 2 years of service, \$3.14 after 3 years of service, \$3.88 after 5 years of service, \$4.63 after 10 years of service, and \$5.38 after 20 years of service.

^d \$2.87 after 2 years of service, \$3.18 after 3 years of service, \$3.93 after 5 years of service, \$4.69 after 10 years of service, and \$5.45 after 20 years of service.

^e Add \$0.07 per hour to the basic hourly rate for each yard or portion of yard hauled over 8 yards.

^f Add \$0.09 per hour to the basic hourly rate for each yard or portion of yard hauled over 10 yards.

^g Includes amounts for sick leave.

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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 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 requirements for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-7-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta, Siskiyou and Trinity Counties.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time Hours</u>	<u>Total Hourly Rate</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>			<u>Daily (1½ X)</u>	<u>Sunday/Holiday (1½ X)</u>
Driver: Dump Truck	\$22.50	^a	-	\$0.43 ^b	-	-	8.0	\$22.93	\$34.18 ^c	\$34.18

^a Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as well.

^b \$0.78 after 90 days of service with the employer
\$1.21 after 5 years of service with the employer
\$1.65 after 10 years of service with the employer

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-5-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Dump Truck	\$17.00	\$3.09 ^a	-	\$0.85 ^b	-	-	8.0	\$20.94	\$29.44 ^c	\$29.44

^aThe contribution applies to all hours until \$535.26 is paid for the month.

^b\$1.18 after 3 years of service
\$1.50 after 10 years of service
\$1.83 after 20 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

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

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-8-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Butte, Colusa, Glenn, Lake, Mendocino, Plumas and Tehama Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Dump Truck	\$21.00	\$2.81 ^a	-	\$0.10 ^b	-	-	8.0	\$23.91	\$34.41 ^c	\$34.41

^aThe contribution applies to hours until \$487.07 is paid for the month.

^b\$0.20 after 1 year of service,
\$0.50 after 2 years of service,

Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service.

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-10-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare ^a	Pension	Vacation And Holiday ^b	Training	Other	Total Hourly Rate	Daily (1½ X) ^c	Sunday/ Holiday (1½ X)	
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	-	-	8.0	\$19.465	\$27.965	\$27.965

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

*There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-6-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Kern, Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Dump Truck	\$16.76	\$3.04 ^a	\$2.75	\$0.90 ^b	\$0.64	-	8.0	\$24.09	\$32.47 ^c	\$32.47

^aThe contribution applies to all hours until \$526.19 is paid for the month.

^b\$1.22 after 2 years of service,

\$1.55 after 10 years of service.

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-9-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within San Benito and Santa Cruz Counties.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily ^b (1½ X)	Sunday/ Holiday (1½ X)	
Driver: Dump Truck	\$16.25	\$9.64	\$5.20	\$0.56 ^a	\$0.70	\$0.48	8.0	\$32.83	\$40.955	\$40.955

^a \$0.875 after 1 year of service

\$1.19 after 7 years of service

\$1.50 after 19 years of service

^b Overtime rate applies to all work exceeding eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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

APENDIX A

SPECIFICATIONS

1.1 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.

1.2 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, traffic striping, loop detector 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 NINETY (90) working 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 three hundred dollars (\$300.00) 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.

9.2 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.

9.3 Payment

Payment of this item complete shall be by the English ton 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

10.1 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.

10.2 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 (NOT PART OF THIS PROJECT)

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 Fahrenheit 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 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".

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 8½ 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-1h 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-m² and 0.5-m².

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-m², 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 HOTMIX – GAPGRADED (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 foot.

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 (NOT PART OF THIS PROJECT)

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. (NOT PART OF THIS PROJECT)

15.1 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
¾ 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 ¾ inch)	
Contract compliance	90 percent minimum
Coarse aggregate (¾ 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.

15.2 Construction

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.

17.1 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.

17.2 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.

17.3 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.

18.1 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 getting any paving.

18.2 Adjustment to Grade (NOT PART OF THIS PROJECT)

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.

18.3 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.

The contractor shall obtain an Encroachment Permit from the County prior to any construction activities. The contractor shall contact the Permit Specialist at the County of Imperial to verify all fees and requirements prior to bidding of project. The cost for obtaining the Permit shall be distributed among all the bid items accordingly. The County of Imperial, Department of Public Works shall be notified of all contractors activities.

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 General Provisions.

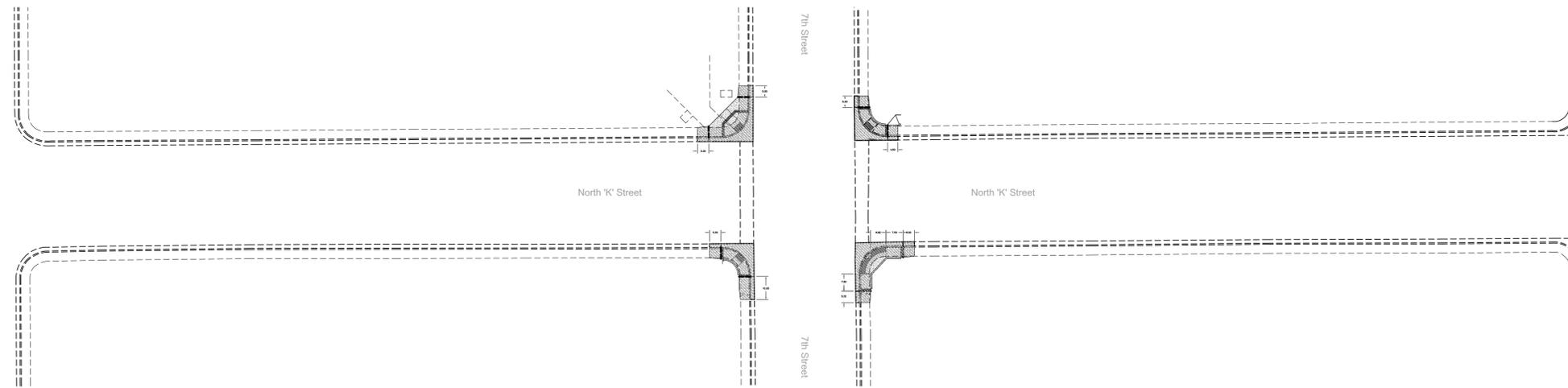
23. CONSTRUCTION CONFERENCE

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

APENDIX B

CITY OF IMPERIAL SIDEWALK AND ADA RAMP AT 7TH AND 'K' STREET INTERSECTION

BID NO. 2019-01



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	NEW STANDARD PCC CONCRETE IMPROVEMENTS.		NEW STANDARD PCC CONCRETE IMPROVEMENTS
	REMOVAL/DEMOLITION AREA		EXISTING SIDEWALKS, DRIVEWAYS, APPROACHES AND RAMP.
	NEW PCC CURB AND GUTTER. SEE KEYNOTE NO. 1		EXISTING OFF-SITE IMPROVEMENTS
	NEW PCC SIDEWALK. SEE KEYNOTE NO. 2		NEW 2" EXPANSION JOINT
	NEW PCC SPANDREL. SEE KEYNOTE NO. 3		EXISTING STOP SIGN
			EXISTING POLE

CONSTRUCTION KEYNOTES	DEMOLITION KEYNOTES	SPECIAL NOTES
<p>1. INSTALL NEW PCC CURB AND GUTTER AS PER CITY OF IMPERIAL STD. DETAIL NO. 21. REFER TO TECHNICAL SPECIFICATIONS UNLESS OTHERWISE NOTED. COORDINATE WITH CITY OF IMPERIAL ENGINEERING DIVISION STAFF.</p> <p>2. INSTALL NEW PCC SIDEWALK AS PER CITY OF IMPERIAL STD. DETAIL NO. 25. REFER TO TECHNICAL SPECIFICATIONS UNLESS OTHERWISE NOTED. COORDINATE WITH CITY OF IMPERIAL ENGINEERING DIVISION STAFF.</p> <p>3. INSTALL NEW 6" THICK 4,500 PSI PCC CONCRETE SPANDREL. MATCH EXISTING ASPHALT/CONCRETE SURFACE UNLESS OTHERWISE NOTED. CONCRETE MIX SHALL CONTAIN 1-1/2 LBS. OF POLYPROPYLENE FIBER PER CUBIC YARD. COORDINATE WITH CITY OF IMPERIAL ENGINEERING DIVISION STAFF.</p> <p>4. INSTALL NEW ADA RAMP. REFER TO TECHNICAL SPECIFICATIONS AS PER (MODIFIED) CITY OF IMPERIAL STD. DETAIL NO. 23 UNLESS OTHERWISE NOTED. COORDINATE WITH CITY ENGINEERING DIVISION STAFF.</p> <p>5. INSTALL NEW ADA RAMP. REFER TO TECHNICAL SPECIFICATIONS AS PER CITY OF IMPERIAL STD. DETAIL NO. 23-B UNLESS OTHERWISE NOTED. COORDINATE WITH CITY ENGINEERING DIVISION STAFF.</p> <p>6. INSTALL NEW ADA RAMP. REFER TO TECHNICAL SPECIFICATIONS AS PER CITY OF IMPERIAL STD. DETAIL NO. 23-D UNLESS OTHERWISE NOTED. COORDINATE WITH CITY ENGINEERING DIVISION STAFF.</p>	<p>1. SAWCUT AS NECESSARY. REMOVE AND DISPOSE EXISTING PCC SIDEWALK, CURBS, CURB & GUTTERS, DRIVEWAY APPROACHES AND ADA RAMP. PROTECT IN PLACE ADJACENT IMPROVEMENTS AND/OR STRUCTURES. SAWCUT, REMOVE AND REPLACE ADJACENT EXISTING AC PAVEMENT AS NECESSARY. RECEIPTS FROM APPROVED DISPOSAL CENTER WILL BE REQUIRED.</p> <p>2. SAWCUT, REMOVE AND DISPOSE EXISTING PCC APRON. SAWCUT, REMOVE AND REPLACE ADJACENT EXISTING AC PAVEMENT AS NECESSARY. COORDINATE WITH CITY ENGINEERING DIVISION STAFF. RECEIPTS FROM APPROVED DISPOSAL CENTER WILL BE REQUIRED.</p>	<p>NOTES:</p> <p>1.- ALL DEMOLITION WORK REFERENCED ON THIS SET OF PLANS AND/OR CITY OF IMPERIAL STANDARD DETAILS SHALL BE CONSIDERED ON THE PERFORMANCE OF ALL NEW IMPROVEMENT SCOPE OF WORK, INCLUDED OR NOT ON THIS SET OF PLANS.</p> <p>2.- ALL COSTS RELATED WITH DEMOLITION WORK HAS TO BE INCLUDED ON PERTAINING OR RELATED LINE ITEM COST.</p> <p>3.- THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED ON THE PROJECT LEGAL DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES FOR THE FULL EXTENT OF THE PROJECT AS DEPICTED ON THE CONSTRUCTION SET OF PLANS.</p>

PROJECT ADDRESS:

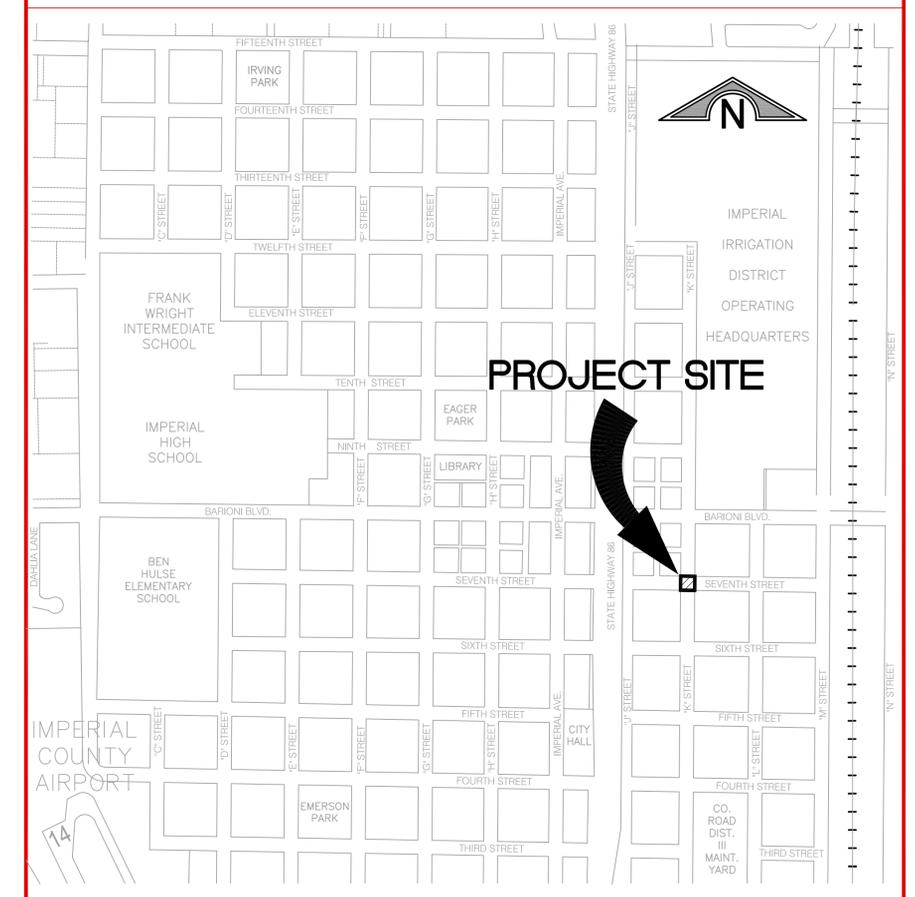
INTERSECTION OF 7TH AND 'K' STREETS
IMPERIAL, CA. 92251

OWNER: CITY OF IMPERIAL
420 S. IMPERIAL AVE.
IMPERIAL, CA. 92251

SHT.	NO.	CONTENT:
T1	1	TITLE SHEET
IP1	1	IMPROVEMENT PLANS

NOTES:

VICINITY MAP



REVISIONS		
NO.	DESCRIPTION:	DATE: BY:

T1	CITY OF IMPERIAL SIDEWALK AND ADA RAMP AT 7TH AND 'K' STREET INTERSECTION BID NO. 2019-01	SHEET: 1 OF: 2
SITE PLAN		DWN. BY: A.A. REV. BY: J.V. APPD. BY: O.M.
IN THE CITY OF IMPERIAL, CALIFORNIA		DATE: 02/07/19

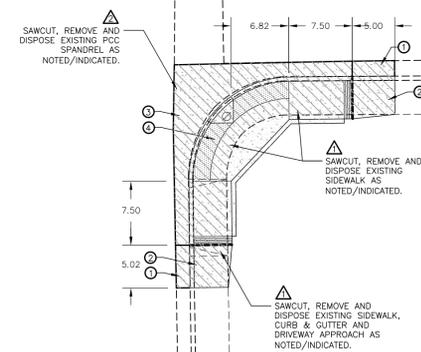
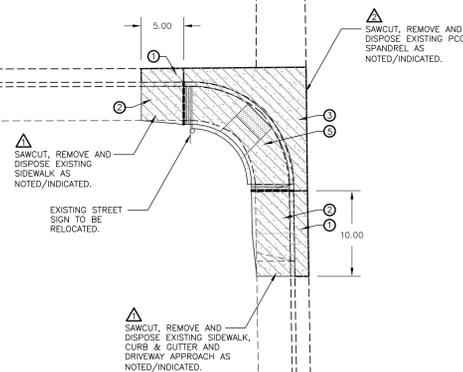
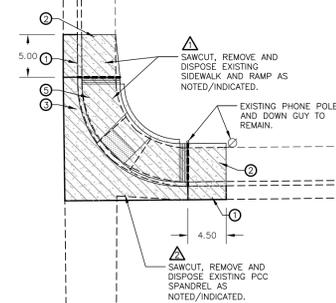
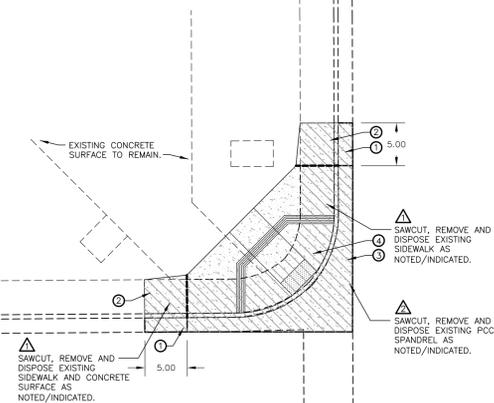


7th Street

North 'K' Street

North 'K' Street

7th Street



IMPROVEMENT PLAN

SCALE: 1" = 10'



REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
△			
△			
△			

IP1

CITY OF IMPERIAL SIDEWALK AND ADA RAMPS AT 7TH AND 'K' STREET INTERSECTION BID NO. 2019-01

IMPROVEMENT PLANS

IN THE CITY OF IMPERIAL, CALIFORNIA

DATE: 02/07/19

SHEET: **2**

OF: **2**

DWN. BY: A.A.

REV. BY: J.V.

APPD. BY: O.M.

PROPOSAL BID SHEET

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 1 of 2
FOR
SIDEWALK & ADA RAMPS AT 7TH AND K STREET INTERSECTION

BID NO. 2019-01

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Mobilization / Bonds / Insurances.	LS	1	\$	\$
2.	Preparation/Implementation Traffic Control Plan.	LS	1	\$	\$
3.	Water Pollution Control.	LS	1	\$	\$
4.	Remove and Dispose Existing PCC Curb & Gutter.	LF	150	\$	\$
5.	Remove and Dispose Existing PCC Sidewalk, Driveways and Ramps.	SF	540	\$	\$
6.	Remove and Dispose Existing PCC Spandrel.	SF	300	\$	\$
7.	Remove and Reinstall Existing Road Sign.	EA	1	\$	\$
8.	Install New 6" PCC Curb & Gutter as per City of Imperial Standard Detail No. 21. (App. Set of Plans Const. Keynote No. 1).	LF	150	\$	\$
9.	Install New PCC Sidewalk as per City of Imperial Standard Detail No. 25. (App. Set of Plans Const. Keynote No. 2).	SF	282	\$	\$
10.	Install ADA Ramp as per City of Imperial Standard Detail No. 23. (Approved Set of Plans Const. Keynote No. 4).	EA	1	\$	\$
11.	Install ADA Ramp as per City of Imperial Standard Detail No. 23-B. (Approved Set of Plans Const. Keynote No. 5).	EA	2	\$	\$
12.	Install ADA Ramp as per City of Imperial Standard Detail No. 23-D. (Approved Set of Plans Const. Keynote No. 6).	EA	1	\$	\$
	Install PCC 6" Spandrel as depicted / indicated on Approved Set of Plans Construction Key Note No. 3.	SF	300	\$	\$
	Geotechnical Quality Control and Testing Services.	LS	1	\$	\$
	TOTAL BID PROPOSAL			\$	\$

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 2 of 2
FOR
SIDEWALK & ADA RAMPS AT 7TH AND K STREET INTERSECTION

BID NO. 2019-01

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