

BID PACKET

COUNTY OF TEHAMA



WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

BIDS DUE ON OR BEFORE:
February 4, 2025 at 3:00 P.M.

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Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Pati Nolen
District 4 – Matt Hansen
District 5 – Greg Jones

Gabriel Hydrick
Chief Administrator



NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Tehama, will receive bids for the "**WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT**".

Bids shall be submitted on forms included in the Bid Packet. Copies of the Bid Packet and the drawings may be obtained from Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080, (530) 527-4655, Attn: Tom Provine.

Copies are on file and open to public inspection at Tehama County Administration at the above address. Bid documents can also be examined at area Builders Exchanges and on the County website at www.co.tehama.ca.us under "Bidding Opportunities". This project requires compliance with Minority Owned and Women Owned Business Enterprises Goals found in Attachment A - Bid Requirements. Additionally, the bid process must meet the Section 3 Regulations as provided in Attachment A and further explained in Attachment C.

Bids must be received at Tehama County Administration, 727 Oak Street, Room #202, Red Bluff, CA 96080 not later than **3:00 P.M. on February 4, 2025**, at which time the Project Coordinator will open said bids. Bids shall be submitted in sealed envelopes and marked in the upper left hand corner, "Walnut Street Complex Site Accessibility Project", together with the name and address of the bidder. The bids will be opened and read publicly and bidders or their agents are invited to be present.

Due to complexity of the project, there will be a mandatory pre-bid walk-thru on Wednesday, January 22, 2025, at 1:30 p.m., on site, at 1830 Walnut Street, Red Bluff, California.

This project is subject to the Federal Davis Bacon and Prevailing Wage compliance and the State of California Prevailing Wage compliance pursuant to Section 1770 and following of the Labor Code, the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. The project must pay the highest wage compared between DOL and DIR wage rates for this project. Refer to Attachment B for all required compliance requirements to meet the Labor Compliance requirements of this project. Questions or wage rates pertaining to the general prevailing wage should be directed to the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603 or <http://www.dir.ca.gov/DLSR/PWD/TEH.xls>

Bid bond, labor and material bond and performance bonds are required. The County reserves the right to reject any and all bids and waive any informalities or irregularities in the bidding. Each bidder must be appropriately licensed in the State of California and registered with the Department of Industrial Relations for this project as required by law.

This project bid is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

ADMINISTRATIVE SERVICES DIRECTOR,
TOM PROVINE

A blue ink signature of the name "Tom Provine".

Publish in the Red Bluff Daily News on January 3, 2025, and January 9, 2025. Send proof of publication and invoice to:
Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080. Prior to publication, please fax proof to 527-3764,
Attn: Tom Provine

PROJECT DESCRIPTION

WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

The project includes all labor, equipment, and materials necessary for the ADA improvements and rehabilitation of the entire existing parking lot at the Tehama County Walnut Street Complex, and re-striping of the existing parking lot layout, as detailed in the plans and specifications.

Please note that work schedule will be phased and coordinated to minimize impact on office access.

Note: Allotted sections will be marked on site prior to pre-bid meeting with white marking paint. Contractors are responsible for inspecting and including all marked locations.

This is only a summary. See entire project documents for full scope of the project.

BIDDING REQUIREMENT SUMMARY

1. PROJECT TITLE: Walnut Street Complex Site Accessibility Project

2. PROJECT LOCATION: 1830 Walnut Street
Red Bluff, CA 96080

3. BID OPENING DATE: February 4, 2025 at 3:00 p.m.

4. BID PLACE: Tehama County Administration
727 Oak Street, Room #202
Red Bluff, CA 96080

5. MANDATORY PRE BID MEETING: January 22, 2025 at 1:30 p.m.
PLACE: On-site

6. BID SECURITY: 10% of maximum amount of bid

7. CONSTRUCTION TIME PERIOD: 90 Calendar days

8. LICENSE REQUIREMENTS: Class A

9. LIQUIDATED DAMAGES: \$250 per day

10. LABOR AND MATERIALS PAYMENT BOND: 100% of the total bid

11. PERFORMANCE BOND: 100% of the total bid

12. PREVAILING WAGE RATES: Yes, Federal and State

13. BID VALID FOR: 60 Days

14. ESTIMATE OF CONSTRUCTION COSTS: \$650,000

15. BUILDERS EXCHANGES ISSUED CONSTRUCTION DOCUMENTS:

Shasta Builders Exchange
5800 Airport Road
Redding, CA 96002
(530) 221-5556
(530) 221-2140 FAX

Valley Contractors Exchange
951 East 8th Street
Chico, CA 95928
(530) 343-1981
(530) 343-3503 FAX

Sacramento Builders Exchange
1331 T Street
Sacramento, CA 95814
(916) 442-8991
(916) 446-3117 FAX

Reed Construction Data
leah.dearce@cmdgroup.com
(770) 209-3396
(678) 680-0698

INSTRUCTIONS TO BIDDERS
COUNTY OF TEHAMA

Bid Proposal

Each bid shall be made on the proposal form furnished by the County, and shall be in accordance with the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall be accompanied by a certified check, cashier's check or original bidders bond, payable to the County, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the County should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. The proposal shall be delivered by the time and to the place stipulated in the Notice To Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice To Contractors for receipt of proposals.

The proposals will be publicly opened and read at the time and place stipulated in the Notice To Contractors.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the County. If the bidder elects to furnish a bid bond as the proposal guarantee, he shall use the bid bond form bound herein.

Before submitting a proposal, the bidder shall carefully examine the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and he shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Drawings, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Tehama County Administration, who will send written instructions or clarifications to all bidders. The County will not be responsible for any oral instructions.

Every bidder shall, in his bid, set forth the name and location of business of each subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder's total bid. If the bidder fails to specify a subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the County, substitute any person or firm as subcontractor in place of the subcontractor designated in the original bid.

Every bidder shall submit a completed Non-Collusion Affidavit with the bid. Each bid must provide a completed Attachment A - Bid Requirements with the bid. Failure to provide may result in a non-responsive bid submittal.

Bid Review

No bid proposal shall be considered as low bidder or apparent low bidder until after all bids have been analyzed by the County. If required by the County, the bidders shall submit any information requested to evaluate the bids, including subcontractors' written bids, bonds, cost breakdowns, financial status, work experience and status of license. If the bid is found to be lowest responsive bid, all outreach documentation for MBE/WBE and Section 3 must be submitted and approved prior to verification of a responsive bid.

Bid Selection

Contract for work will be executed with a contractor who is licensed in accordance with applicable state law.

A bidder may be relieved of his bid, and his bid security returned, by action of the Board of Supervisors provided he has given the County written notice within five (5) days after the opening of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.

More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be

rejected and none of the participants in such collusion will be considered in future proposals.

Upon request, the County will return all proposal guarantees to their respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

Bid Award

Award of a Contract, if awarded, will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The County reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the County.

The bidder to whom award is made shall execute a written Contract with the County on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.

Failure or refusal to enter into a contract within ten (10) days as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the County may award the Contract to the second lowest responsible bidder. If the second bidder refuses or fails to execute the Contract, the County may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the County.

Addenda

Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

Time of Completion and Liquidated Damages

The contractor shall commence work within ten (10) working days from the date of a written "Notice to Proceed" issued by the County and shall diligently prosecute same to completion before the expiration of 30 calendar days.

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the number of days specified, damage will be sustained by the County of Tehama; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the County the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the County may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.

The Contractor shall pay to the County of Tehama the sum of two hundred fifty dollars (\$250.00) for each and every calendar day's delay in finishing the work in excess of the number of days prescribed above.

Form of Agreement

The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

Wages

This project is subject to Federal and State prevailing wages as outlined in Attachment B - Labor Compliance Manual and Contract Language. The highest wage must be paid. Change orders for wage error in bid will not be provided. Work classifications not provided in the Federal Wage Rates provided in Attachment B will require a conformance request and must be submitted prior to the bid being submitted to be considered for change order correction should the wage rate be higher than provided at the time of submittal.

The attention of the bidder is called to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the Work shall not be less than the minimum rates of pay as established in pursuance of the provisions of Section 1773 of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality. The Code reads: "Nothing shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work".

A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations and the Tehama County Department of Public Works. Federal wage rates issued from the Department of Labor can be found in Attachment B.

All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.

It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the County be held responsible for rates of wages paid which are below those prevailing.

Withheld Contract Funds/Substitution of Securities

The successful bidder shall be permitted to substitute securities for any moneys withheld by the County to ensure performance under the executed Contract. At the request and expense of the successful bidder, securities equivalent to the amount to be withheld shall be deposited with the County, or with a state or federally chartered bank in California as escrow agent, to ensure performance under the Contract. Upon satisfactory completion of the Contract, unused securities shall be returned to the Contractor.

Alternately, on written request of the successful bidder, the County shall make payments of the retention earnings directly to an escrow agent at the expense of the successful

bidder. The successful bidder, at his expense, may direct the investment of the payments into securities and the successful bidder shall receive the interest earned on the investments on the same terms provided for securities deposited by contract. Upon satisfactory completion of the Contract, the successful bidder shall receive from the escrow agent all unused securities, interest and payments received by the escrow agent from the County.

Securities eligible for deposit shall include those listed in Section 16430 of the Government Code, 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 successful bidder and the County. The successful bidder shall be the beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.

If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the County will enter into an escrow agreement with the Escrow Agency in form substantially similar to that which is on file with the County and available for review.

Debarment Policy

It shall be the policy of the County of Tehama County Board of Supervisors to prohibit any party or entity listed in the Sam.gov system that is not activity registered or excluded from participating in any contract, agreement or other business relationship with the County of Tehama. All General Contractors must be actively registered in The System for Award Management (SAM.gov) prior to execution of the contract. All sub-contractors must obtain a Unique Entity Identification number to be eligible for the project.

Non-resident Contractor

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent contractor in excess of \$1,500 for services rendered, 7.0% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

Public Works Contractor Registration Program

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and the Department of Labor. Review Attachment B - Labor Compliance Manual and Contract Requirements for additional compliance requirements.

License

The Contractor and all subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The Contractor shall possess a class A License.

Contractor's Responsibilities

All products must meet BABAA requirements.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABAA must be included with the bid submission.

Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

Domestic Preference: Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

PROPOSAL BID FORMS

COUNTY OF TEHAMA

Board of Supervisors
County of Tehama
Red Bluff, CA

Board Members:

The undersigned bidder, _____, in accordance with the Notice to Contractors, hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents, including all Attachments, for the:

Walnut Street Complex Site Accessibility Project

including, but not limited to, furnishing all required labor, materials, taxes, permits, insurance, bonds, transportation, scaffolding, equipment, facilities, utilities, reporting, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10) working days after receipt of the Contract from the County, he will sign the Contract in the required form and submit the required documents provided in Attachments for the contractor and all subcontractors, of which the Notice to Contractors, Instructions to Bidders, Proposal, Bid Forms, Bonds, General and Supplementary Conditions, Drawings, Specifications, Attachment A, Attachment B and Attachment C, and all Addenda issued prior to the opening of bids, are a part.

The undersigned agrees to complete all work required under the Contract within 30 calendar days, and accept in full payment the price named in the Bid Proposal, which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures submitted on the Bid Forms and understands that the County will not be responsible for errors or omissions on the part of the undersigned in making up this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the County of Tehama, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

Name (print)

Representing (Firm)

Signature

Title

Business Address

Taxpayer I.D. No. _____

Contractor's License No. _____

Department of Industrial Relations (DIR) Registration No. _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

Addendum No. _____ Bidder's Initials _____

PROPOSAL FOR
WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents:

Bid:

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the "**Walnut Street Complex Site Accessibility Project**" for the sum as listed below.

BID AMOUNT:

\$
(figures)

Bidder _____

Date _____

WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code 4104, the undersigned bidder shall list the name and location of business of each Subcontractor who will perform work, labor or service to the bidder under this Contract in excess of one-half of one percent (1/2%) of the total amount shown in the bid, and shall also list the item or portions of the Work which will be done by such Subcontractor for any item or portion of Work to be performed.

LIST OF SUBCONTRACTORS:

All blanks below must be completed for each subcontractor. Failure to do so may cause your bid to be declared nonresponsive:

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

Subcontractor:

Name: _____

Location of place of business: _____

License No. _____

DIR No. _____

Work to be done: _____

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

1. Firm Name _____
2. Representative _____
3. Title _____
4. Business Address _____
6. Telephone _____ Cell # _____ Fax # _____
7. Email Address _____
8. California Contractors License(s):
No(s). _____ Type(s) _____
9. California Department of Industrial Relations Registration No. _____

**NON-COLLUSION AFFIDAVIT
COUNTY OF TEHAMA**

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: County of Tehama
State of California

_____ deposes and says that he or she is _____(title)
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; 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, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true and further, that the bidder has not directly or indirectly,
submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation
partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

(The above certificate must be signed and filed with the County along with the bid)

Signed _____

Date _____

BIDDER'S BOND
(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That as Principal _____ (herein called "Principal") and as surety _____ (hereinafter called "Surety" are held and firmly bound unto the **County of Tehama** (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars (\$ _____) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

"WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT"

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the _____ day of _____, 20____.

PRINCIPAL (Notary Certificate Attached)

SURETY (Notary Certificate Attached)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

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

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in

Name of Notary Public

and for said State, personally appeared _____,

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

(SEAL)

Signature of Notary Public

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

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in

Name of Notary Public

and for said State, personally appeared _____,

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

(SEAL)

Signature of Notary Public

AGREEMENT FORM

THIS AGREEMENT, entered into as of _____, 20____, is between the **County of Tehama**, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "COUNTY") and _____, (hereinafter called the "Contractor"),

WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

"WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT"

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the General Conditions are attached, the General Requirements, the Supplementary Conditions, the Drawings and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract, Attachment A, Attachment B and Attachment C.

The sections of the COUNTY's Specifications and the titles of the Drawings, with their assigned numbers and their date of issue, are listed in the Contract Documents.

II. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the COUNTY, all the work called for, and in the manner designated in, and in strict conformity with, the Contract Documents entitled: "Walnut Street Complex Site Accessibility Project."

IV. CONTRACT PRICE

The COUNTY agrees to pay and the Contractor agrees to accept, in full payment for the work included in the Bid the total sum of:

_____ (\$ _____).
(spell out)

V. CONTRACT TIME, COMPLETION, AND CHANGES

A. Notice to Proceed

Within 60 days of the opening of bids the successful low bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the COUNTY, or its officers, employees, agents, consultants, project manager or architect because of failure to issue the Notice to Proceed. A notice to proceed will not be issued without complete submittal of all documents a provided in Attachment B and C for the General and all listed subcontractors.

B. Commencement and Prosecution of Work

The Contractor shall commence the work on or before 10 days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

C. Time of Completion

The entire work shall be brought to substantial completion in the manner provided for in the Contract Documents in a period of 30 calendar days from and after the date assigned in the Notice to Proceed. The date, 30 calendar days from and after the date of the Notice to Proceed shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence in these Contract Documents.

D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to the provision of the Contract Documents, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The COUNTY agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the COUNTY to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the COUNTY.

F. Prevailing Wages

Protect is subject to Federal Davis Bacon and DOL Prevailing wage compliance and State DIR Prevailing Wage compliance in accordance the Attachment B. Pursuant to Section 1770 et seq. of the Labor Code the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions pertaining to the general prevailing wage rates should be directed to the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, Ph. (415) 703-4774.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the COUNTY insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the COUNTY of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the

Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a *prima facie* reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The COUNTY may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay".

The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by the COUNTY for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the COUNTY which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.

VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the General Conditions, Article 12, are incorporated by reference as if fully set forth herein. Liquidated damages of \$250.00 per day will be charged the Contractor for each day of delay beyond the substantial completion date.

VII NOTICE OF DELAY

The Contractor shall promptly notify the COUNTY in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is in compliance with the provisions of Article 12. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. Contractor shall take notice of General Conditions, Article 12, affecting the time period in which to claim an extension of the contract time for physical conditions and limitations set forth in the General Conditions, Article 12. The COUNTY may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VIII NO WAIVER OF RIGHTS

Neither the inspection by the COUNTY or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the COUNTY, nor any extensions of time, nor any position taken by the COUNTY or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the COUNTY or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the COUNTY shall have any and all equitable and legal remedies which it would in any case have.

IX AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the General Conditions and General Requirements; (3) the Supplementary Conditions; (4) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Technical Specifications text; (7) the Drawings (Plans).

X. Additional contract language is provided in Attachment B and made part of this contract by this reference.

CERTIFICATION

COUNTY:

BY: _____ DATED _____
CHAIR, TEHAMA COUNTY
BOARD OF SUPERVISORS

CONTRACTOR

BY: _____ DATED _____
Contractor

Approved as to form:

County Counsel

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the COUNTY OF TEHAMA (hereinafter called "County"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

As Principal (hereinafter called "Contractor") a Contract for the "Walnut Street Complex Site Accessibility Project", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by the County of Tehama, at 727 Oak Street, Red Bluff, CA 96080 which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto County of Tehama, California (hereinafter called "County") in the sum of _____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations 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 County, Architect and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the County or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

Print name of Contractor

By _____

Signature

Title of Signer

Surety Name

By _____

Attorney-in-Fact
(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a
Name of Notary Public

Notary Public in and for said State, personally appeared _____, _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Notary Public

(SEAL)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY of TEHAMA has awarded to (here insert the full name and address or legal title of Contractor)

hereinafter called "Contractor") a Contract for "Walnut Street Complex Site Accessibility Project", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by the County of Tehama, at 727 Oak Street, Red Bluff, CA 96080, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

as Surety (hereinafter called "Surety") are held and firmly bound unto the County of Tehama, California (hereinafter called "County") in the sum of Dollars (\$ _____), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any other amount due to any person named in Section 9100 of the Civil Code, or shall fail to pay any amounts due under the Unemployment Insurance Act with respect to such work or labor performed by any such person, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Section 9100 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be

performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____

Print name of Contractor

By _____

Signature

Title of Signer

Surety Name

By _____

Attorney-in-Fact
(Acknowledgment by Notary Public required)

Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

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

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF TEHAMA))

On _____, before me, _____, a
Name of Notary Public

Notary Public in and for said State, personally appeared _____, _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

(SEAL)

Signature of Notary Public

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ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Agreement - The written and signed contract between the County and the General Contractor that is entitled "Agreement" and includes Attachment B and C.

1.2 Application for Payment - The form furnished by the County to be used by the Contractor in requesting progress payment. This includes the schedule of values and an affidavit of Contractor that progress payments received on account of the work have been applied by Contractor to discharge in full all of the Contractor's obligations as reflected in prior Applications for Payment and otherwise.

1.3 Architect - The person licensed by the State of California (architect or engineer) who is fully responsible for the Contract Drawings and Project Manual, Addenda and modifications.

1.31 Build America, Buy America Act (BABAA) – Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.
Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.
Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

1.4 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed. Includes Attachment A

1.5 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.

1.6 Bonds - Bid, performance, and *labor and material* payment bonds and other instruments of security, including lien and stop-notice bonds, furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.7 Calendar Day (or "Day") - A day of twenty-four hours measured from one midnight to the next midnight, Pacific time. Unless otherwise indicated, a "day" shall mean a calendar day.

1.8 Change Order - A written order, issued by the Project Manager to Contractor, signed by the Project Manager, Architect and County authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time.

1.9 Contract Completion Date - The date established in the Contract Documents for the completion of the construction phase of the project, namely, the Estimated Completion Date and Fixed Completion Date.

1.10 Contractor - The person, firm or corporation with whom County has executed the Agreement and who is fully responsible for the performance of the work.

1.11 Contract Documents - The Agreement, Addenda, Contractor's Bid, the Bonds, and Notice of Award, these General Conditions, Supplementary Conditions, Specifications, Plans, Drawings and Modifications. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations,

representations, or agreements, either written or oral. The Contract may be modified or amended only by a Modification as defined in these General Conditions, Attachment A, B and C.

1.12 Contract Price - The total amount stated in the Agreement as payable to Contractor for the performance of the work under the Contract Documents, including authorized adjustments thereto.

1.13 Contract Time - The total amount stated in the Agreement for the completion of the work.

1.14 County – County of Tehama, a public entity organized and existing pursuant to the laws of the State of California and the Owner of the Project.

1.15 Drawings - The drawings and/or plans which show the character and scope of the work to be performed, and which have been prepared or approved by the Architect and are referred to in the Contract Documents.

1.16 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph 9.2, or orders minor changes in the work in accordance with paragraph 11.3.

1.17 Furnish - To “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”

1.18 General Conditions - That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved or of the contract.

1.19 General Requirements - The General Requirements are contained in Division 1 of the Specifications in these Contract Documents. The General Requirements and Attachment B and C are the administrative functions which the Contractor is bound to perform by the Contract.

1.20 Inspector - An authorized representative of the Tehama County who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.

1.21 Install - Describes operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”

1.22 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.

1.23 Notice of Award - The written notification to the Contractor, from the Owner, of the Owner's intent to execute the Contract.

1.24 Notice to Bidders - A notice contained in the Bidding Requirements informing prospective bidders of the opportunity to submit bids on a project and setting forth the procedures for doing so.

1.25 Notice to Proceed - The written notice given by the County to Contractor fixing the date on which Contractor shall start to perform his obligations under the Contract Documents.

1.26 O.P.C.I. - Owner purchased/Contractor receives, stores, and installs.

1.27 Per - In accordance with or in compliance with.

1.28 Progress Payment - Payment for work completed by measuring the work in place and applying the percentage complete of the measured amount to a previously agreed unit cost to determine the total payment.

1.29 Project - The entire work to be performed as provided in the Contract Documents.

1.30 Project Manager - The authorized representative of Tehama County.

1.31 Project Manual - A part of the Contract Documents containing Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and Opening and Room Finish Schedules bound in one or more volumes.

1.32 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.

1.33 Provide - "To furnish and install, complete and ready for the intended use."

1.34 Punch List - A list, made near the completion of work, indicating items to be furnished or work to be performed by the Contractor or Subcontractor in order to complete the work as specified in the Contract Documents.

1.35 Schedule of Values - A statement furnished by the Contractor to the Project Manager reflecting the portions of the contract sum allotted for the various parts of the work.

1.36 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate in detail the equipment, material or some portion of the work.

1.37 Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

1.38 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor, or with any other subcontractor, for the performance of a part of the work.

1.39 Substantial Completion, Date of - The date as certified by the County in a Notice of Completion pursuant to paragraph 14.8 of these General Conditions.

1.40 Work - The completed construction in the manner required by the Contract Documents. This includes without limitation all labor, services, and supervision necessary or appropriate to produce such construction, all materials, supplies and equipment incorporated or to be incorporated in such construction, and all obligations, duties and responsibilities with respect to such construction set forth in the Contract Documents.

1.41 Working Day - Any day not a legal holiday, Saturday or Sunday.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Execution of Agreement:

2.1.1 The Agreement and such other Contract Documents as designated by the County, shall be executed in three counterparts and delivered by the Contractor to the County within fifteen (15) days of the Notice of Award. County will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.

2.2 Delivery of Bonds:

2.2.1 Prior to execution of the Agreements by the Contractor, Contractor shall deliver to County such Bonds as he is required to furnish in accordance with the Contract Documents.

2.3 Copies of Documents:

2.3.1 County shall furnish to Contractor 5 copies of the Contract Documents for the execution of the work. Additional copies will be furnished at cost of reproduction upon request.

2.4 Contractor's Pre-Start Representations:

2.4.1 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, work, locality and with all local conditions including federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that he has familiarized himself with all surveys and investigation reports of surface and latent physical and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.5 Commencement of Time; Starting the Project

2.5.1 The contract time will commence on the date fixed by the Notice to Proceed. The Contractor shall start to perform the work under the Contract Documents on or before the tenth working day after the date assigned in the Notice to Proceed.

2.5.2 The provisions set forth in Section VI of the Agreement are incorporated by reference as if fully set forth herein.

2.6 Before Starting Construction:

2.6.1 The Contractor shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon; and verify all applicable field measurements prior to undertaking each part of the work. He shall at once report in writing to the Project Manager any conflict, error or discrepancy which he may discover. Contractor shall be responsible for exercising reasonable care and skill in reviewing the Contract Documents to determine whether there is any conflict, error or discrepancy therein, and shall be responsible for notifying the Project Manager. No claim for additional compensation shall be made by the Contractor for extra work created by Contract Document conflicts, errors or discrepancies which a reasonable Contractor would have discovered prior to commencing work.

2.6.2 Contractor shall submit the required Schedule of Values and activity cost information in accordance with the General Requirements of these specifications.

2.6.3 The Contractor shall furnish the County all certificates of insurance required by the Contract Documents after the "Notice of Conditional Award" and prior to the "Notice to Proceed," in types and amounts set forth in Article 5.

ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe a complete project to be constructed. As stated in paragraph 1.11, the Contract Documents comprise the entire contract between County and Contractor. They may be altered only by a Modification, as defined in paragraph 1.11.

3.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall nonetheless be required if it is consistent therewith and is reasonably inferable therefrom as being necessary or appropriate to produce the intended results. Should the Contractor discover a conflict, error, or

discrepancy in the Contract Documents, he (she) shall immediately call it to the attention of the County in writing before proceeding with the work affected. Contractor agrees that proceeding with work without first giving such notice shall constitute a waiver by Contractor of any claim for additional time or money. Where there is a conflict, the Contract Documents, Specifications shall govern over the drawings; figure dimensions and drawings shall govern over scale drawings. Words and abbreviations that have technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

4.1 Availability of Lands:

4.1.1 County shall furnish the lands upon which the work is to be done, right-of-way for access thereto, and other such lands which are designated in the Contract Documents for the use of the Contractor. Contractor shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions:

4.2.1 The Contractor shall immediately, and before any such conditions are disturbed, notify the Project Manager in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown and unforeseen physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do materially so differ to cause an increase or decrease in the time required for performance of the work, an appropriate adjustment in Contract Time may be made in accordance with Article 12 of these General Conditions. The Contract Documents may be modified by Change Order accordingly. In no event shall Contractor be entitled to increased compensation for such differing conditions, unless provided for in such Change Order.

4.2.2 No increase of time under paragraph 4.2 shall be allowed unless the Contractor shall have given the written notice described in paragraph 4.2.1 not later than 24 hours after such conditions are discovered, and before such conditions are disturbed. Contractor shall not proceed with the work affected by such conditions until directed in writing by Project Manager. Furthermore, no increase shall be given unless it is shown that Contractor's own investigation was done competently and did not disclose the error or condition. Failure of Contractor to give written notice and providing an opportunity for the Project Manager to investigate shall constitute a waiver by Contractor of any claim for additional time or money.

4.2.3 Groundwater, in whatever amount or condition, shall be deemed usual and ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents. Dewatering is the responsibility of the Contractor. No claim for a Modification of Contract time or price will be allowed for such conditions.

4.3 Reference Points:

4.3.1 County shall provide engineering reference points as shown on the plans for construction. Contractor shall be responsible for surveying and laying out work unless otherwise provided in the Contract Documents, and shall protect and preserve the established reference points and shall not change or relocate them without the prior written approval of Project Manager. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of changes in grades or locations. The cost of replacing and accurately relocating all reference points so lost, destroyed or moved shall be borne by the Contractor.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Contractor's Liability Insurance

5.1.1: Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence with a \$1,000,000 combined single limit annual aggregate with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, personal injury, and fire/legal liability where applicable. The general aggregate limit shall apply separately to this project, or Contractor shall provide insurance with a general aggregate limit of \$2,000,000.

5.1.2 The Contractor, upon notification of receipt by the County of any cancellation notice shall file with the County a replacement certificate with another insurance company meeting the financial requirements of the County and the coverage requirements. Failure to maintain any of the above required insurance shall require the immediate discontinuation of work until replacement insurance is furnished to the County. All payments due or that become due will be withheld until notice of replacement is received. Any failure to maintain insurance will be sufficient cause for termination of the contract.

5.1.3 Automobile Liability Insurance: Contractor shall carry Bodily injury and Property Damage liability including coverage for owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 Bodily Injury, \$300,000 Property Damage or \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

5.1.4 As evidence of the insurance required by this agreement, certificates of workers compensation, general liability and automobile liability shall be furnished to the County before any work is commenced by the Contractor.

5.1.5 General Liability and Automobile Liability insurance shall include "County of Tehama, its elected officials, officers, and employees as an additional insured", and shall not be reduced or canceled without 30 days written prior-notice certain to the County. Contractor shall provide the County a certificate of insurance and an additional insured endorsement as evidence of insurance protection provided which lists "County of Tehama" as the certificate holder. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If Contractor has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractor's employees and partners.

5.1.6 Contractor shall require and verify that all subcontractors of any tier maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that "County of Tehama, its elected officials, officers, and employees" is an additional insured on insurance required from subcontractors; provided, however, that the minimum limit by subcontractors for general aggregate under their comprehensive general liability shall be \$1,000,000 on all subcontracts other than major subcontracts and \$3,000,000 on major subcontracts (subcontracts in excess of \$1,000,000 and such other subcontracts identified in the Contract Documents as "major subcontracts"). Contractor shall maintain certificates of insurance from all subcontractors demonstrating compliance with the requirements of this section and make them available to the County upon request.

5.2 Builders Risk Insurance

The Contractor will not be required to obtain Builder's Risk Insurance. The Contractor will be responsible for building materials not installed and for the Contractor's tools, other equipment or supplies. The Contractor shall also be required to protect the construction project as stipulated elsewhere in this contract.

5.3 Performance, Payment, and Other Bonds

5.3.1 Prior to the commencement of any work, Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all Contractors' obligations under the contract documents. These bonds shall be in amounts at least equal to the contract price and in a form satisfactory to County. Surety company providing said bonds shall have a Best financial rating of at least A-: VII and be licensed in the State of California.

5.3.2 If at any time the Surety on any bond furnished by Contractor is adjudicated bankrupt, commences any proceeding under the Bankruptcy law of the United States, becomes insolvent, makes a general assignment for the benefit of creditors or has its right to do business terminated in California, or for any other reason is unable or unwilling to continue in business, Contractor shall within five calendar days thereafter substitute another bond in a Surety who meets the County's financial rating requirement.

5.4 Responsibility for Damage:

5.4.1 Approval of the Contractor's insurance by the Owner shall not decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damages resulting from Contractor's operations.

5.4.2 The Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Project Manager, Architect and the officers, agents and employees of each of them, from any and all loss, liability or damage including attorney's fees and from all suits, actions, damages or claims of every nature and description to which they may be subjected or put by reasons of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from the active or passive negligence or carelessness on the part of the Contractor, Contractor's employees or agents in the delivery of materials and supplies by its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract together with any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use in or about the said work of any article or materials; and the County shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount to be paid for such damage shall be deducted from the money due to the Contractor under this Contract; or the whole or so much of the money due or to become due to the Contractor under this Contract, as may be considered necessary by the County, shall be retained by the County until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the County. Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Architect, Project Manager and the officers, agents and employees of each of them in respect to any mechanics lien, foreclosure actions filed by any subcontractor or material man relative to the construction.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendent:

6.1.1 Contractor shall supervise and direct the work effectively, efficiently and with his best skill and attention. He shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of his work under the Contract Documents. Contractor shall be responsible for the finished work complying accurately with the Contract Documents.

6.1.2 The Contractor shall designate in writing, before starting work, the name, qualifications and experience of his proposed representative who must be approved by the Project Manager. Said

representative shall have authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of work at all times while work is in progress. Arrangements for responsible supervision, acceptable to Project Manager, shall be made for emergency work required during periods when work is suspended.

6.1.3 The Contractor shall notify the Project Manager, in writing, when he desires to change his representative. He shall provide all necessary information regarding his new representative when submitting request for approval. Any substitute representative shall require the approval of the Project Manager, which may not be unreasonably withheld.

6.1.4 In emergencies when the Contractor or his authorized representative is not present on any particular part of the work, directions will be given by the Project Manager and obeyed by the superintendent or foreman in charge of the particular work. Such directions will be confirmed in writing to the Contractor's authorized representative.

6.1.5 The Contractor shall identify, in writing, the individuals who are authorized to sign Change Orders to the Contract.

6.1.6 The Contractor shall remove his representative from the work and propose a substitute if Project Manager reasonably concludes that such representative is unable or unwilling to properly supervise the work in such a manner as to ensure its timely and successful completion in accordance with Contract Documents.

6.1.7 The Contractor shall maintain daily job site activity logs which record: location and number of all manpower on the site by his own and subcontractors' forces; all work being performed and whether such work is part of the base contract or change order; all work being performed and whether such work is part of the base contract or change order; all construction equipment in use, and not in use, and reasons why not in use; weather and site conditions; and delays or obstructions to the work. The Contractor shall sign the log representing that the information contained therein is true, accurate and complete.

6.2 Verified Reports

6.2.1 The Contractor shall completely fill out, sign and date the appropriate Verified Reports, as required by Sections 4-214, 4-240 and 4-249 of Title 24, Part I, California Code of Regulations. Copies of these reports shall be sent to the County.

6.3 Labor, Materials and Equipment

6.3.1 Contractor shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times enforce strict discipline and good order on the project. He shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6.3.2 Contractor shall furnish all materials, equipment, labor, transportation, and machinery, tools, appliances, other facilities and incidentals necessary for the execution, testing, initial operation and completion of work.

6.3.3 All materials and equipment incorporated in the work shall be new, except as otherwise provided in the Contract Documents. If required by Architect or Project Manager, Contractor shall furnish satisfactory evidence as to the kind, quality, source and purchase of materials and equipment.

6.3.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors.

6.4 Substitute Materials or Equipment:

6.4.1 The Specifications may permit Contractor to furnish or use a substitute that is equal to any material or equipment specified. Unless otherwise expressly provided in the Specifications, in accordance with Public Contract Code section 3400, whenever the contract documents refer to a named manufacturer or named product, the named manufacturer or named product shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service in accordance with the procedures set forth herein. If the Contractor wishes to furnish or use a proposed substitute, he shall, promptly and within 5 days of the Notice to Proceed, make written application to the Architect for approval of such substitute, certifying and warranting in writing that the proposed substitute will perform the functions called for by the Contract Documents, be of the same quality as that specified and be suited to the same use. Contractor shall state whether or not its incorporation in or use in connection with the project is subject to payment of any license fee or royalty and also shall identify all variations of the proposed substitute from that specified and indicate available maintenance service. No substitute shall be ordered or installed without the written approval of the Architect whose decision as to substitutions shall be final and conclusive. Architect may require Contractor to furnish other such data about the proposed substitute that Architect considers pertinent.

6.4.2 No substitution shall be ordered or installed without such supplemental performance guarantee and bonds as County may require, all of which shall be furnished at Contractor's expense. Contractor shall be responsible for determining the required delivery date for incorporation into the work and shall certify that this date has been confirmed with the supplier of the substituted item.

6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure himself and the County of the experience and skill of all subcontractors performing work specified by the Contract Documents as well as the financial stability of such subcontractors. Contractor shall not recommend any subcontractor or other person or firm, whether initially or as a substitution against whom County, at County's sole discretion, may have reasonable objection. If County who has no duty to investigate, but has the right to do so, after due investigation, has a reasonable objection to any subcontractor, supplier or material man proposed by Contractor, Contractor shall propose an acceptable substitute.

6.5.2 Contractor shall be fully responsible for all acts and omissions of his subcontractors, and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the County, Project Manager or Architect and any subcontractor, or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of County, Project Manager or Architect to pay or see to the payment of any monies due any subcontractor or other persons or organizations.

6.5.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade. Neither the Architect, nor Project Manager, nor County will act as arbiter to determine subcontract limits.

6.5.4 Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County including, but not limited to, all time and notification requirements.

6.5.4 All work performed for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor which shall contain provisions for the waiver of all rights the contracting parties may have against one another for damages caused by fire or other perils

covered by insurance. Contractor shall pay each subcontractor a just share of any such insurance moneys received by Contractor.

6.6 Patent Fees and Royalties

6.6.1 Contractor shall pay license fees and royalties and assume all costs incident to the use, in the performance of the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, device or product is specified in the Contract Documents for use in the performance of the work, and to the actual knowledge of County and Architect its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. Contractor shall indemnify and hold harmless County, Project Manager, their employees, officers and agents, and Architect, his consultants, and anyone directly or indirectly employed by either of them from and against consultants' and other experts' fees and expenses arising out of any infringement of patent rights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with alleged infringement of such rights.

6.7 Permits & Utility Costs:

6.7.1 Permits: Contractor shall be responsible to obtain all building permits, construction permits, fugitive dust permits, fees and licenses necessary for the prosecution of the work. The County will make payment of permit fees directly to the permitting agency. The Contractor shall be responsible for all delays in obtaining all permits, licenses, and utility connection agreements. No delay claim may be made by Contractor for any delay in obtaining any permit, license or utility connection agreement.

6.7.2 Utility Costs: Contractor shall be permitted reasonable use of the existing utilities available at the project site without charge. In the event that any additional temporary utilities are necessary, Contractor shall be responsible for obtaining and paying for such temporary utilities at Contractor's expense.

6.8 Laws and Regulations:

6.8.1 Contractor shall give notices and comply with all laws, ordinances, rules and regulations applicable to the work. Contractor shall use reasonable care and skill in determining whether or not the Specifications or Drawings are at variance therewith, and, if he observes such variance, he shall give the Project Manager and Architect prompt written notice thereof. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager and Architect, he shall bear all costs arising therefrom.

6.9 Taxes:

6.9.1 Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

6.10 Use of the Premises:

6.10.1 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinance, permits or the requirements of the County and of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.10.2 Contractor shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, nor shall he subject any part of the work to stresses or pressure that will endanger it.

6.11 Record Drawings:

6.11.1 Contractor shall keep one current record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Architect and Project Manager at all times, and shall be reviewed monthly concurrent with the Progress Payment Request. Upon completion of the project the Contractor shall deliver the record documents to the Project Manager for review and approval. These record documents shall be prepared in accordance with Section 01720 of the Specifications.

6.12 Safety and Protection:

6.12.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss:

6.12.1.1 All employees on the work and other persons who may be affected thereby:

6.12.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that he has read and is thoroughly familiar with the California State Occupational Safety and Health Act, and regulations for construction promulgated thereunder, and agrees to comply with the Act and all such regulations applicable to the performance of the work. The Contractor accepts the duty of enforcing those regulations by federal, state or County Safety and Health Inspectors at the Contractor's work place at the job site or any area within the limits of construction and of the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless Tehama County, Project Manager, Architect, and their elected officials, officers, agents, employees, consultants and representatives against all consequences of any violations of those regulations by the Contractor, including the payment of any fine, penalty and interest assessed in connection therewith, any court costs, undertakings, interest, and attorneys', accountants' consultants' and experts' expenses and fees incurred by the County.

6.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work might affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, and/or subcontractor, or anyone employed by them shall be remedied by Contractor at his own expense. Contractor's duties continue until such time as all the work is completed and Project Manager has issued a notice in accordance with paragraph 14.9 that work is acceptable.

6.12.3 Contractor shall designate a responsible member of his organization, at the site, satisfactory to the Project Manager, whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Project Manager.

6.13 Shop Drawings, Product Data, and Samples:

6.13.1 Shop drawings, product data, and/or samples are required by the Specifications for certain portions of the work. These shall be submitted according to a schedule of submittals to be accepted by the Project Manager and Architect. Where a shop drawing, product data, or sample submittal is required by the Specifications, no related work shall be commenced until the submittal has been reviewed by the Architect. A copy of each reviewed shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Project Manager, Architect and Inspector.

6.13.2 The Contractor may submit a request for substitutions. The Contractor shall propose for approval all samples as specified or directed by the Architect. The provisions of subparagraph 6.4 shall apply in such case.

6.13.3 Contractor shall check and verify all field measurements and submit shop or setting coordination drawings in 1/4"=1'0" scale to verify clearances for various trades, and schedules required for the work of the various trades, with such promptness as to cause no delay to the work.

6.13.4 Samples: Unless otherwise specified, submit samples in triplicate and of adequate size to show the quality, type and finish. Label each sample with the manufacturer's name, material name and quality, the Contractor's name, the project name and other pertinent data. Submit, with samples in triplicate a transmittal letter requesting approval. Prepay transportation charges to the Architect's office on samples forwarded.

6.13.5 Contractor shall not order materials until receipt of written approval of shop drawings, product data, and samples.

6.13.6 Project Manager's or Architect's review of shop drawings and samples shall not relieve Contractor from his responsibility for any deviation from the requirements of the Contract Documents. Nor shall any action by Architect relieve Contractor from any responsibility for errors or omissions in the shop drawings.

6.14 Cleaning:

6.14.1 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials. He shall leave the site clean and ready for occupancy by County. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents.

6.15 Indemnification:

6.15.1 Contractor shall indemnify and hold harmless to the fullest extent permitted by law, Tehama County, Architect, Project Manager and their elected officials, officers, consultants, agents and employees, from and against all claims, damages, losses and expenses, including attorneys', accountants', consultants', and experts' fees and expenses, arising out of or resulting from the performance of the work attributable to bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and caused in whole or in part by any negligent or other act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress. Such obligation shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity which otherwise exists under the Contract Documents or at law as to any party or person described in this paragraph or otherwise.

6.15.2 In any and all claims against Tehama County, Architect, Project Manager, their elected officials, officers, employees, consultants or agents by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 6.15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.

6.16 Books and Records:

6.16.1 Contractor shall maintain books, records, documents and other evidence pertinent to the work in accordance with generally accepted accounting principles and practices. Such books, records, documents and other evidence shall be maintained for at least three years after the date of completion of the project. Access to the aforementioned books, records, documents and other evidence shall be available to the County or the Board, or any authorized representative of either, during the course of construction and for at least three years after completion of the project. Suitable facilities shall be provided for said access, and for the inspection and copying thereof.

ARTICLE 7 - WORK BY OTHERS

7.1 County may perform additional work related to the project or it may award other direct contracts therefore. Contractor shall afford the other persons or contractors who are parties to such direct contracts reasonable opportunity for the storage of materials and equipment and the execution of work. He shall properly connect and coordinate his work with theirs. No claim for time extension will be made by the Contractor due to any alleged problems or difficulties suffered due to work performed by others unless written notice within twenty-four hours of the commencement of said alleged delaying activities is given to the County.

7.2 If any part of Contractor's work depends, for proper execution or results, upon the work of any other such person or contractor, Contractor shall inspect and promptly report to Project Manager and Architect in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 Contractor shall do all cutting, fitting, and patching of his work that may be required to make the several parts come together properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of the County and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other persons or contractors is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to Contractor prior to starting any such additional work.

ARTICLE 8 - COUNTY'S RESPONSIBILITIES

8.1 Communications: County will forward all instructions and decisions to Contractor through the Project Manager.

8.2 Right to Stop Work: The County has the right to stop or suspend work, and to award other work.

8.3 Project Manager

8.3.1 The County will designate a Project Manager and assistants to enable it to carry out its responsibilities at the site. The Project Manager is the County's agent and shall act as directed by and under the supervision of the County Administrator.

8.3.2 The Project Manager will be the County's sole authorized representative for the project. All correspondence to Architect from Contractor will be copied to the Project Manager.

8.4 Disputes Resolution

8.4.1 A dispute, or claim, or other matter in question arising out of or relating to the Contract Documents which is not disposed of by agreement shall be decided by the Project Manager promptly and in writing as provided in the Contract Documents. The decision of the Project Manager shall be final and conclusive on the Contractor unless, within 5 days from the receipt of such decision, Contractor submits to Project Manager a written claims submission and documentation as defined in paragraph 8.6 below.

8.5 Disputed Work

8.5.1 Should Contractor object to any decision, order, directive, notice, action, or omission of Project Manager, Contractor may, within 5 days after receipt or occurrence of the same, or before commencing with the disputed work, whichever occurs first, furnish to Project Manager a written notice stating such objections.

8.5.2 Contractor shall furnish to Project Manager, beginning with the first day and at the end of each day detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the disputed work. Such records shall be of a form approved by Project Manager. Such records shall be signed by Contractor and verified by Project Manager.

8.5.3 Failure by Contractor to furnish such written notice and records specified in 8.5.1 and 8.5.2 shall constitute a waiver of Contractor's right to furnish a claim for the disputed work.

8.6 Claims Submission and Documentation

8.6.1 Contractor may furnish a claim concerning a matter noticed in accordance with 8.5 to Tehama County Administrative Office, 727 Oak Street, Red Bluff CA 96080.

8.6.2 Contractor shall furnish 3 certified copies of claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based on County's records and the Contractor's furnished claim documentation.

8.6.3 Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. General Introduction
2. General Background
3. Issues
 - a) Index of Issues
 - b) For each Issue
 - 1) Background
 - 2) Chronology
 - 3) Contractor's Position (reason for County's potential liability)
 - 4) Supporting Documentation of Merit
 - 5) Supporting Documentation of Damages
 4. Critical Path Method Schedules, As-Planned and

As-Built
5. Productivity Exhibits
6. Summary of Issues and Damages

8.6.4 Supporting documentation of merit for each issue shall be cited by reference, photocopied, or explained. Supporting documentation may include, but not be limited to general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

8.6.5 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include but not be limited to certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

8.6.6 Each copy of claim documentation shall include the following certification:

1. I certify under penalty of perjury, according to the laws of the State of California that this claim is made in good faith, that the supporting documentation is accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustments for which County is responsible.

2. Certification shall be signed in the same manner as the proposal was signed.

8.6.7 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, Contractor shall be liable to County for three times the amount of damages which the County sustains, plus the cost of civil action and may be liable to the County for a civil penalty of up to ten thousand dollars for each false claim.

8.7 Decisions on Claims

8.7.1 Claims of Contractor arising under and by virtue of the contract will be decided by the County Steering Committee consisting of the County Administrator, County Counsel, the Architect and the Project Manager who will furnish the decisions to Contractor in writing.

8.8 Release of Undecided Claims

8.8.1 Undecided claims furnished to County Steering Committee before execution of the final release of claims provided in 8.6 and not excepted therefrom shall be deemed released by Contractor upon execution of such release and will not be further considered by County.

8.9 Exhaustion

8.9.1 Contractor must exhaust all remedies and comply with all dispute resolution procedures set forth in paragraph 8.4 prior to filing suit which names the County, Architect, Project Manager or any officer, employee, agent or affiliate thereof.

ARTICLE 9 - ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 Visits to Site:

9.1.1 Progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make

exhaustive or continuous on-site observations to check quality or quantity of the work. On the basis of on site observations as an Architect, the Architect will keep the Project Manager informed of progress of the work, and will endeavor to guard the County against defects and deficiencies in the work.

9.1.2 Architect and his representatives will have access to the work at all times for the observation of the building operations, including the right to accept or reject materials and/or workmanship. The Architect and his representatives shall perform their duties in accordance with Section 4-213 and 4-217, Title 24, California Code and Regulations.

9.1.3 In cases of emergency the Architect may give directions to the Contractor, his authorized representative, or if neither are available, to the superintendent or foreman in charge of the particular work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

9.2 Clarifications and Interpretations:

9.2.1 Architect will issue with reasonable promptness through the Project Manager such written Field Orders, which will clarify or interpret the design intent of the Contract Documents as he may determine to be necessary. These Field Orders shall not entitle Contractor to any adjustment to the contract price or time.

9.3 Rejecting Defective Work:

9.3.1 Architect and/or the Project Manager will have authority to disapprove or reject work which is "defective" (which term includes without limitation work that is unsatisfactory, faulty, does not conform to the requirements of the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2, or has been damaged prior to approval of final payment). He will also have authority to recommend to the Project Manager that he require special inspection or testing of the work as provided in paragraph 13.4, whether or not the work is fabricated, installed or completed.

9.4 Shop Drawings and Samples:

9.4.1 The Architect is responsible for the review of samples. (See paragraph 6.13)

9.4.2 The Contractor shall submit for review, with reasonable promptness, all samples as specified or directed by the Architect. The Architect shall review samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with information given in the Contract Documents. The work shall be in accordance with reviewed samples.

9.5 Shop Drawings

9.5.1 The Architect shall review, with reasonable promptness, schedules and drawings for conformance with the design concept of the project and compliance with the Contract Documents. The Architect's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

9.5.2 Architect shall be permitted a reasonable time to review such drawings and no claim for time extension or damages will be allowed for this time.

9.5.3 Satisfactory shop drawings shall be so identified by Architect, dated, and a reproducible copy returned to the Contractor.

9.5.4 Should shop drawings be rejected, one reproducible copy set will be returned to the Contractor with indicated corrections and changes to be made. After making such corrections and changes, Contractor shall resubmit shop drawings, in numbers of copies required, until approval is obtained. Any corrections or changes indicated on the shop drawings shall not be considered as an extra work order.

9.6 Architect will be the interpreter of the design and technical requirements of the Contract Documents and the compliance by the Contractor therewith. Neither the Project Manager, Architect, nor County will be liable to the Contractor for the result of any interpretation or decision rendered in good faith. Disputes with respect to interpretations will be processed and resolved as provided for in paragraph 8.4.

9.7 Limitations on Architect's Responsibilities

9.7.1 Neither Architect's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any finding or decision made by him in good faith, shall give rise to any duty or responsibility of Architect to Contractor, any subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.7.2 Architect will not be responsible for Contractor's means, methods, techniques, sequences, division and allocation of the work or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

9.7.3 Architect will not be responsible for the acts or omissions of Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

9.7.4 Nothing in these General Conditions or in the Contract Documents shall be deemed to establish a contractual relationship, direct or otherwise, between Architect and Contractor.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 The County may at any time or from time to time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

10.2 Changes will be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall immediately proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the contract price or any extension or shortening of the contract time, an adjustment will be made as provided in Articles 11 and 12, on the basis of a claim made by either Contractor or County.

10.3 Changes, Omissions, or Additions shall be made only through a standard written order of the Architect and approved by the Owner. Change Orders will be issued only before or at the time of change, and the expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

10.4 County may order minor changes or alterations in the work not involving extra costs or extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a Field Order.

10.5 When necessary, in order to avoid delay to the work, the Project Manager may authorize the Contractor to proceed with the work pending completion of a change order. This prior authorization may be verbal; however, it must be confirmed in writing as soon as possible by the authorizing

individual. Whenever work is to proceed on the basis of such prior authorization, the Contractor must be notified in writing to proceed with the work pending approval of the change order. In the case of a change order requested by the Contractor, the County must have positive assurance that he will execute the change order before allowing work to proceed. Preparation and final approval of change orders for work covered under prior authorization must be actively pursued. Prior authorization does not include authority to make payment for the work.

10.6 No claims for adjustment of contract price or time for delays or costs due to material shortage, transportation difficulties, labor shortage, or dewatering, will be paid by County except as defined in subparagraphs 12.1.2 and 12.1.3.

10.7 Additional work performed by Contractor without authorization of a change order shall be at his own expense. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in subparagraphs 6.1.4 or 9.1.3, for such work performed without a change order.

10.8 The County may order changes in the work. Notwithstanding any dispute or controversy that may arise in connection with a claim for adjustment of contract price, in the event of such changes Contractor shall proceed with the work promptly and diligently upon written order from Project Manager. The contract price may be changed pursuant to Article 11 without notice to the Surety.

10.9 In the event that there is any dispute between County and Contractor with relation to any payment to be made under this contract, whether by reason of change order; progress payment; or otherwise, Contractor shall submit a claim pursuant to Articles 11 and 12 but will not be entitled to walk off the job or stop work in any manner and is under a full obligation to complete each and every term and condition of the contract.

10.10 Dispute resolutions provisions of paragraphs 8.5 and 8.6 are applicable to changes in the work except as in Articles 11 and 12.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 Contract Price:

11.1.1 The Contract Price constitutes the total amount payable to Contractor for performing the work under the Contract Documents. All duties, responsibilities and obligations assigned to or undertaken by Contractor in respect to work under the Contract Documents shall be at his expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, he shall give Project Manager written notice thereof not later than five (5) days after the occurrence of the event giving rise to such claim. Within ten (10) days thereafter, Contractor shall supply all supporting documents for such claim, including but not limited to time slips for labor and time slips for equipment. Failure to provide all supporting documents shall constitute a waiver of such claim by Contractor.

11.1.3 The written notice shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved and the amount thereof. The notice must be given to the Project Manager prior to Contractor's performing the work-giving rise to the claim for additional compensation.

11.1.4 Differences between the parties arising under and by virtue of the contract shall be brought to the attention of the respective parties at the earliest possible time in order that such matters may be promptly settled. The Contractor hereby agrees that he shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with this paragraph.

11.2 The cost or credit to the County resulting from a change in the work, from a prior authorization, or from any claim for an increase or decrease in the contract price shall be determined by the Project Manager in one of the following ways:

11.2.1 By a lump sum properly itemized, and showing direct cost and markup, and supported by such substantiating data as may be required by the Project Manager to permit evaluation; allowable markup shall not in any case exceed the amount set forth below:

1. For work performed by the Contractor's own forces, for changes up to \$30,000.00, an additional 10% for overhead and 5% for profit may be added;
2. For changes in excess of \$30,000, the sums in excess of \$30,000 are allowed an additional 8% for overhead and 5% for profit;
3. For work performed by subcontractors, the subcontractors' billings shall be limited to the markups as described for the Contractor, except the Contractor may add 10% to the gross amount as set forth by the subcontractor, as his fee for coordinating and implementing such changed work by the subcontractor;
4. Overhead includes, but is not limited to, the costs of bonds, insurance, supervision, office expense, management, transportation and small tools allowance.

11.2.2 Where the work involved is related to unit prices, by application of unit prices to quantities involved; or

11.2.3 On the basis of force account as provided for in paragraph 11.3 which shall be employed only at the Project Manager's sole discretion, which shall not be an election of the Contractor.

11.2.4 All work undertaken by prior authorization shall be on the basis of force account, until and unless a lump sum is agreed upon.

11.3 Force Account Payment - When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Project Manager and compensation will be determined as follows:

11.3.1 Work Performed by Contractor - The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections "Labor," "Materials" and "Equipment Rental," except where agreement has been reached to pay in accordance with Section "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor," "Materials," and "Equipment Rental," there will be added a markup as defined in paragraph 11.2.1.

11.3.3 The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections "Labor," "Materials," and "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

11.3.4 When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner of such work. No additional payment therefore will be made by the Owner by reason of the performance of the work by a subcontractor or other forces.

11.3.4.1 Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The

cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

11.3.4.2 Actual Wages - The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

11.3.4.3 Labor Surcharge - To the actual wages, as defined in Section 11.4.2 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws, specifically worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance and State training taxes, and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 11.4.2 and subsistence and travel allowance as specified in Section 11.3.4.4.

11.3.4.4 Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

11.3.4.5 Materials - The Owner reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

11.3.4.6 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Project Manager plus the actual costs, if any, incurred in the handling of such materials.

11.3.4.7 If the materials are obtained from a supply or a source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

11.3.4.8 If the cost of such materials is, in the opinion of the Project Manager, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 11.4.1.

11.3.4.10 Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Project Manager to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Project Manager. The Contractor may furnish any cost data, which might assist the Project Manager in establishment of such rental rates.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 11.4.1(1) "Labor."

All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

11.3.4.11 Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

- (1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be $\frac{1}{2}$ hour of operation.
- (2) When daily rates are listed, less than 4 hours of operation shall be considered to be $\frac{1}{2}$ day of operation.

11.3.4.12 Equipment Not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- (1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Project Manager in advance.
- (2) The Owner will pay the costs of loading and unloading such equipment.
- (3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- (4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- (5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Project Manager directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

Hours Equipment Hours to
is in Operation be Paid

0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8

Over 8 Hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be $\frac{1}{2}$ hour of operation.

When daily rates are listed, payment for $\frac{1}{2}$ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the Owner will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting and loading and unloading equipment, as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis, and the Project Manager determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Project Manager may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(a) The Project Manager shall specifically approve the necessity for the use of particular equipment on such work.

(b) The Contractor shall establish to the satisfaction of the Project Manager that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

(c) The Contractor shall establish to the satisfaction of the Project Manager that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(d) The Project Manager shall approve the equipment source and the equipment rental rate to be paid by the County before the Contractor begins work involving the use of said equipment.

11.3.4.13 Owner-Operated Equipment - When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 11.3.4.10, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project, or in the absence of such workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator will be added to the cost of labor described herein, in accordance with provision in Section 11.3.4.3 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided for in Section 11.3.1 "Work Performed by Contractor."

11.4.1 Work Performed by Special Forces or Other Special Services - When the Project Manager and the Contractor, by agreement, determine that a special service for an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such services or extra work item may be performed by a specialist. Invoices for such service of item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility, may, by agreement, be accepted as a specialty billing.

To the specialist invoice price, less a credit to the County for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 11.3.1 "Work Performed by Contractor."

11.4.2 Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

11.5 The amount of credit to be allowed to County for any change which results in a net decrease in cost of the work, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, any Contractor's fee under paragraph 11.3.3 shall be calculated on the basis of the net increase, if any.

11.6 Whenever the cost of any work is to be determined pursuant to paragraph 11.3, Contractor will submit in form prescribed by County an itemized cost breakdown together with supporting data.

11.7 Disputes, claims and matters in question arising out of or relating to the interpretation of implementation of Article 11 shall be submitted and resolved in accordance with paragraph 8.5.

11.8 Cash Allowances - NOT APPLICABLE

Contract Change Order Form

11.9 All parties agree that the following form shall be used for all change orders:

CONTRACT CHANGE ORDER NO. _____

Date _____

Sheet _____ of _____

_____. You are hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion.

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work.

ITEM:

The above changes result in the following adjustments to the Contract Price:

Add/Deduct \$ _____.

Contract Time is increased/decreased/unchanged _____ working days by this Change Order.

I, the undersigned Contractor,
have given careful consideration
to the change proposed and hereby
agree to do the work above specified
and will accept as full payment
therefore the prices shown above.

SUBMITTED BY:

RECOMMENDED FOR APPROVAL:

By _____

PROJECT MANAGER

Date _____

APPROVED BY:

COUNTY APPROVAL:

By _____

CHIEF ADMINISTRATOR

Date _____

Date _____

Distribution:

District (Master)
Contractor (Master)
Architect (Copy)
Project Manager (Copy)

CONTRACT CHANGE ORDER NO. _____
PROJECT _____
Date: _____

The Contract is changed as follows:

CCO #	COR #	DESCRIPTION		AMOUNT
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:		
		TOTAL CHANGE ORDER NO. _____	ADD	\$0.00

The original Contract Sum	\$0
Net Change by previously authorized Change Orders	\$0
The Contract Sum prior to this Change Order	\$0
The Contract Sum will be increased by this Change Order in the amount of	\$0
The New Contract Sum including this Change Order will be	\$0
The Contract Time will be extended	(-0-) work days

2 of 2

Change Order _____

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 Contract Time

12.1.1 The County may extend, reduce or adjust the contract time without invalidating the Contract Documents and without notice to the Surety. The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice to Project Manager within five (5) days of commencement of the event giving rise to the claim. The notice shall set forth the reasons for the delay, the date of its commencement, the extent of the delay, together with such supporting data as may be required by Project Manager. Change in the contract time shall be incorporated in a change order. Failure to present notice of claim in writing within the stated five days constitutes a waiver for any delay claim.

12.1.2 In the event it is deemed necessary to extend the time for completion of the work, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the Sureties on the bonds executed pursuant to said provision. The Sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the County.

12.1.3 The amount of time extension, if any, to which the Contractor is entitled shall be determined by the Project Manager. No damages of any sort shall be paid to Contractor for delay, disruption, halting, cessation or temporary abandonment, no matter from what cause. Parties acknowledge that on this project, revisions to the plans and specifications will be needed, and Contractor waives, by entering into the Agreement with County, any damages caused by such revision or any other source during the term of this contract. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, Contractor shall proceed with the work promptly and directly.

12.2 Liquidated Damages

12.2.1 The work prescribed by the Contract Documents must be completed within the time set forth in the Agreement, or damage will be sustained by the County. Any delay could cause delay to operations of the County depriving the County of the scheduled beginning of the use of the facility under construction. The parties hereto recognize that, because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages.

12.2.2 Accordingly, the parties hereto agree, and by execution of the Agreement the Contractor acknowledges that he understands, has ascertained and agrees, that the Contractor shall pay to the County, as liquidated damages, and not as a penalty or forfeiture, the amounts herein set forth for the failure of the Contractor to substantially complete the entire work within the time specified.

12.2.3 Time is therefore of the essence in these Contract Documents and it is imperative that the work included in these Contract Documents be substantially completed within the specified time.

12.2.4 Since it is impossible or extremely impractical, presently, to determine the actual amount of damages which the County will sustain by reason of such delay, it is, therefore, agreed that the Contractor will pay to the County liquidated damages in the amount as set forth in subparagraph 12.2.6, for each and every calendar day beyond the time set forth in the Agreement, as adjusted, until the time of completion as determined in paragraph 14.5. The Contractor agrees to promptly pay such liquidated damages as are herein provided. In case the same are not so paid, Contractor agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

12.2.5 The parties have endeavored to estimate the actual damages likely to be suffered by the County in the event of a delay in completion beyond the time set forth in the Agreement, and agree that the amount is a reasonable estimate of the County's actual damages and are just and reasonable sums under the circumstances presently existing.

12.2.6 It is agreed that the amount of liquidated damages to be paid by the Contractor to the County for failure to complete the entire work specified by the Contract Completion Date or to meet any deadline set forth in the Agreement for the completion of specified work (as extended, if applicable) is two hundred fifty dollars and no/cents (\$250.00) for each calendar day, continuing after the Substantial Completion Date, as indicated in the Agreement, to the date of actual substantial completion, or until the time of completion of the work necessary to meet such a deadline, as the case may be.

12.2.7 In the event the Contractor shall become liable for liquidated damages under this Section, the County in addition to all other remedies provided by law, shall have the right to require the Project Manager to withhold any and all retained percentages of payments, subject to the requirements of Sections 10263 and 22300 of the Public Contracts Code, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. The County shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the County for all liquidated damages due or to become due to the County. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this Section or otherwise. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor shall continue to remain liable to the County until all such liabilities are satisfied in full.

12.2.8 Such amount will be in each case the actual cash value agreed upon as the loss to the County resulting from the Contractor's default.

12.2.9 Disputes, claims and matters in question arising out of or relating to the interpretation or implementation of Article 12 shall be submitted and resolved in accordance with paragraph 8.4.

ARTICLE 13 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee

13.1.2 Contractor warrants and guarantees to County that all materials and equipment will be unless otherwise specified, all work will be of good quality, free from faults or defects, in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as the County may direct.

13.2 Tests and Inspections

13.2.1 If laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Manager with the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by County and the costs be paid by County unless otherwise specified.

13.2.2 Contractor shall give Project Manager and Architect timely notice of readiness of the work for all inspections, tests or approvals. If any such work required so to be inspected, tested or approved is

covered before such inspections, tests, or approvals are made, without written approval of the Project Manager, it must, if requested by the Project Manager or Architect, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager and Architect nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

13.2.4 Any defective work, which may be discovered before final acceptance of the work, shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by an inspector. The inspection of the work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

13.2.5 Failure or neglect on the part of the County or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of the work; neither shall it be construed as barring the County at any subsequent time from recovery of damages or of such a sum of money as may be needed to build all portions of the work in which fraud was practiced or improper materials used whenever found.

13.3 Access to Work

13.3.1 The County and its representative and the Architect and his representatives will at all times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

13.4 Uncovering the Work

13.4.1 Work, which is supposed to be tested prior to covering or inspecting, and which has been covered prior to testing or inspection must, if requested by Project Manager or Architect, be uncovered for observation and replaced at Contractor's expense.

13.4.2 The Project Manager may request any work to be uncovered and inspected and tested. If such work is found to be defective, Contractor shall bear the expense of uncovering, exposure, inspection, testing, correction and recovering. If the work is not found to be defective, Contractor shall be allowed an increase in contract price and, if necessary, an extension of time to cover all-time and cost expended. Such increase and extension shall be granted pursuant to Articles 10, 11, and 12.

13.5 County May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. This right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

13.6 Correction or Removal of Defective Work

13.6.1 The Project Manager may require the Contractor, prior to approval of final payment, without cost to County and as specified by Project Manager, to either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Project Manager or Architect, remove it from the site and replace it with nondefective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Project Manager, County may have the deficiency corrected or the rejected work removed and replaced by other persons. All direct or indirect costs of such correction or removal and

replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

13.6.2 The Contractor shall remove from the site within 48 hours, when so directed by the Project Manager, any materials which are not in conformance with the Contract Documents.

13.7 One Year Correction Period

13.7.1 If, after the approval of final payment and prior to the expiration of one year after the date of Notice of Completion or such longer periods of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with nondefective work. If Contractor does not promptly comply with the terms of such instructions, County may have the defective work corrected or the rejected work removed and replaced by other persons and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The requirements of this paragraph shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, at law and in equity, and shall not be deemed a limitation of any sort on the rights and remedies of the County against the Contractor.

13.7.1.1 The warranties, extended warranties and guarantees in these General Conditions and in the Specification shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, or at law or in equity, and shall be deemed a limitation of any sort on the rights and remedies of the County against the Contractor.

13.8 Acceptance of Defective Work

13.8.1 If, instead of requiring correction or removal and replacement of defective work, County prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to County.

13.9 Work Neglected by Contractor

13.9.1 If Contractor fails to prosecute the work in accordance with the Contract Documents, including any requirements of the construction schedule, County may give Contractor written notice. Contractor shall respond to County within 24 hours' receipt of said notice, and conform to said notice within 7 days. County may, without prejudice to any other remedy it may have, make good deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to County.

ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 Schedules:

14.1.1 Work Schedule and activity cost data developed in connection therewith as described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application. The activity cost data will be incorporated into the form of Application for Payment furnished by the County.

14.2 Application for Progress Payment:

14.2.1 Once a month Contractor shall submit to Project Manager and Architect for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data, vouchers and schedules as may reasonably be required. No payment shall be made for any work or material not specifically incorporated in the project, except equipment purchased by Contractor, delivered to and stored in a bonded warehouse acceptable to the Owner. Payment for 95% of the invoiced value of such equipment may be made, subject to the inspection by and approval of the Owner. Equipment that qualified for such payment while not incorporated into the work, is limited to: special order transformers, generators, pumps, valves, and motors. Items which are "stock" or "off the shelf" which are readily available are not, under any circumstances, eligible for payment under this provision.

14.2.2 Mobilization, bonds, and insurance premiums will be paid as part of the first progress payment if these costs are identified as part of the cost allocation required under General Requirements, Section 01310. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment and otherwise. Failure to submit any data and affidavits as may be required by this paragraph shall be grounds for rejection of the Application for Payment. This payment will be made pursuant to paragraph 14.11

14.3 Contractor's Warranty of Title:

14.3.1 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "liens"). The County may, at any time, require the Contractor to post, at Contractor's expense, a lien release bond as to any lien filed against the project.

14.4 Approval of Payments:

14.4.1 The Project Manager will, within fifteen days after receipt of each Application for Payment, either indicate in writing his approval for payment or return the application to Contractor indicating his reasons for refusing to approve payment. County shall, within 30 days of presentation to it of an approved Application for Payment, review said application and if found acceptable in form and amount, pay Contractor the amount approved.

14.4.2 The County will pay 95% of the amount due the Contractor as progress payments. The remaining monies will be paid pursuant to paragraph 14.9.1.

14.4.3 The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

14.4.4 The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

14.4.5 It is mutually understood and agreed that when under any provision of this contract the County shall charge any sum of money against the Contractor, the amount of such charge shall be deducted and retained by the County from the amount of the next succeeding progress estimate, or from any

other moneys due or that may become due the Contractor on account of the contract. If on completion or termination of the contract such moneys due the Contractor are found insufficient to cover the County's charges against him the County shall have the right to recover the balance from the Contractor or his sureties.

14.4.6 The County may withhold up to 125% of the estimated cost of remedial work from payments otherwise due the Contractor, if in the judgment of the Project Manager or Architect the Contractor has failed to make satisfactory progress on the completion of remedial work, or is otherwise in violation of any requirement, duty, obligation or covenant contained in the Contract Documents. Such withholding is supplementary to the retention amount required by these Contract Documents.

14.4.7 County may refuse to approve the whole or any part of any payment because of subsequently discovered evidence, change in circumstances or the results of subsequent inspections or tests, and may nullify any such payments previously approved to such extent as may be necessary in their opinion to protect County from loss, because:

14.4.7.1 the work is defective, or completed work has been damaged requiring correction or replacement;

14.4.7.2 claims or liens have been filed, or there is reasonable cause to believe such may be filed;

14.4.7.3 the contract price has been reduced because of modification;

14.4.7.4 County has been required to correct defective work or complete the work;

14.4.7.5 of unsatisfactory prosecution of the work including failure to furnish acceptable submittals; or

14.4.7.6 the Contractor has failed to comply with the Contract Documents, direction of County or with the requirements of the law.

14.5 Notice of Completion:

14.5.1 Contractor will certify in writing to County, prior to final payment, that the entire project is substantially complete and request that County issue a Notice of Completion. Within a reasonable time thereafter, Project Manager, Contractor, and Architect shall make a review of completeness. If Project Manager does not consider the project substantially complete, Project Manager will notify Contractor in writing giving his reasons. If Project Manager considers the project substantially complete, Project Manager will prepare a provisional Notice of Completion which shall fix the tentative date of Substantial Completion and the responsibilities for maintenance and utilities. There shall be attached to the provisional certificate a list of items to be completed or corrected before final payment, and the provisional certificate shall fix the time within which such items be completed or corrected, said time to be within the contract time. Section 01700 shall apply to this paragraph.

14.5.2 Contractor shall have seven days after receipt of the provisional certificate during which he may make written objection to Project Manager as to any provisions of the provisional certificate or attached list. If, after considering such objection, Project Manager concludes that the project is not substantially complete, Project Manager will within seven days after submission of the objection notify Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the provisional certificate, and upon satisfaction of the terms and conditions of the provisional certificate, the Project Manager shall issue a final Notice of Completion, which shall fix date as may be necessary or appropriate. Project Manager's determination of the date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor. Section 01700 shall apply to this paragraph.

14.5.3 Project Manager shall have the right to exclude Contractor from the project site after the date of Substantial Completion, but Project Manager shall allow Contractor reasonable access to complete punch list items or perform correction and warranty work.

14.6 Partial Utilization:

14.6.1 Prior to final payment, Project Manager may request Contractor in writing to permit County to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If Contractor agrees, it will certify to Project Manager and Architect that said part of the project is substantially complete and request Project Manager to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter Project Manager, Contractor and Architect shall make an inspection of that part of the project to determine its status of completion. If Project Manager determines that such part is substantially complete, Project Manager shall issue a Certificate of Substantial Completion. If Project Manager does not consider that it is substantially complete, Project Manager will notify Contractor thereof in writing, giving its reasons. In case of partial utilization by the County, the provisions of General Requirements Section 01700 will govern with respect to the responsibilities of Contractor and County.

14.6.2 Partial utilization shall not limit any warranty or guarantee by the Contractor, nor shall it constitute a waiver of any right of the County, its successors or assigns.

14.7 Final Inspection:

14.7.1 The Contractor shall give written notice that the project is complete. Project Manager and Architect will make a final review of completeness with Contractor, and will notify Contractor in writing of all particulars in which this review reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

14.8.1 The Contractor shall complete all such corrections to the satisfaction of the Project Manager and deliver all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required by the Contract Documents or by the Project Manager. He may then make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data as the Project Manager may reasonably require, together with complete releases - waivers of liens in a form satisfactory to the Project Manager. Contractor shall also be required to furnish receipts or releases in full; and affidavit that the releases and receipts include all labor, all payrolls, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may be required at Project Manager's sole discretion to furnish a bond or other collateral satisfactory to Project Manager to indemnify County against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11 and Section 01700.

14.9 Approval of Final Payment:

14.9.1 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all his obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen days after receipt of the final Application for Payment, approved by Project Manager, indicate in writing its approval for payment.

14.9.2 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is not satisfied that the work has been fully and satisfactorily completed, and that Contractor has not fulfilled all his obligations under the Contract Documents, Project Manager will, within fifteen days after receipt of the final Application for Payment, indicate in writing his disapproval for payment. Thereupon Project Manager will give written notice to Contractor indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

14.9.3 County shall make payment, including retention, to Contractor, pursuant to an approved final application for Payment, within 15 days of its approval, or on the 30th day following the recording of the Notice of Completion, whichever date is later. The approval and payment procedures described in paragraphs 14.10, 14.11, and 11.4 shall apply to this paragraph.

14.9.4 The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the Project Manager, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the County, discharging the County, Project Manager, and their elected officials, officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract.

14.10 Contractor's Continuing Obligation:

14.10.1 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by County, nor the issuance of a Notice of Completion, nor any payment by County to Contractor under the Contract Documents, nor any use or occupancy of the project by County shall constitute an acceptance of work not in accordance with the Contract Documents.

14.11 Waiver of Claims:

14.11.1 The making and acceptance of each progress payment and of final payment shall constitute a waiver of all prior claims by Contractor against County which have not been brought to the notice of the County as provided in the Contract Documents.

14.11.2 If any claim or lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon the performance and payment bond sureties, is made or filed with or against County, the project or the premises by any person claiming that Contractor or any subcontractor or other person under it has failed to perform its contractual obligations or to make payment for any labor, services, materials equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such non-performance or non-payment or of any claim or lien or stop-notice or other demand for which, if established, County might become liable and which is chargeable to Contractor; or if Contractor or any subcontractor or other person under it causes damage to the work or to any other work on the project; or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Project Manager shall have the right to retain from any payment then due or thereafter to become due an amount which in his sole discretion he deems sufficient to:

14.11.2.1 satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action which may be brought or judgment which may be recovered thereon;

14.11.2.2 make good any such non-payment, nonperformance, damage, failure or default; and

14.11.2.3 compensate County for and indemnify it against any and all losses, liability, damages, costs and expenses (including attorneys', accountants', consultants' and experts' fees and costs) which may be sustained or incurred in connection therewith.

14.11.3 County shall have the right to apply and charge against Contractor as much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference and upon written demand immediately pay the same to the County. The provisions of this paragraph are in addition to such other rights and entitlements as the County may enjoy against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.11.4 Should any subcontractor, material man, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien, stop-notice, against payment or performance bond, Contractor shall immediately and at his own expense procure, furnish and record appropriate release bonds in accordance with California Civil Code Section 8000 et. seq., and California Code of Civil Procedure Sections 405 through 405.24, inclusive. Upon Contractor's failure immediately to procure, furnish and record such release bonds, County shall have right to procure and record such release bonds, and to retain from Contractor's payment the cost thereof. The provisions of this paragraph are in addition to such other rights and entitlements as enjoyed by the County against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.12 Price Reduction For Defective Cost or Pricing Data

14.12.1 If the Owner determines that any price (including profit) negotiated in connection with the contract, or any cost reimbursable under this contract, was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the Disputes Resolution clause of this contract.

14.12.2 Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

14.13 Covenant Against Contingent Fees

14.13.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Gratuities

14.14.1 If the Owner finds, after notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner in an attempt to secure a contract or favorable treatment in the awarding, amending, or making any determinations related to the performance of this contract, the County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract. The County may also pursue other rights and remedies that the law or this contract

provides. However, the existence of the facts upon which the County makes such findings shall be in issue and may be reviewed in proceedings under the remedy clause of this contract.

14.14.2 In the event this contract is terminated as provided in this clause, the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the County) which shall be not less than 3 nor more than 10 times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 County May Suspend Work

15.1.1 The County may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor. Contractor shall resume the work when so ordered in writing by County.

15.2 County May Terminate

15.2.1 The County may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven calendar days written notice, terminate the services of Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the work by whatever method it may deem expedient, if the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Project Manager, or if he otherwise violates any provisions of the Contract Documents. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such balance, Contractor shall pay the difference to County.

15.2.2 The termination of the Contractor's services by the County shall not affect any rights of the County against the Contractor then existing or which thereafter accrue. The retention of any payment of money by County due Contractor will not release the Contractor from liability.

15.2.3 The County may, after seven calendar days' written notice to Contractor, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work then executed, any expense sustained, plus a reasonable profit.

15.2.4 The Contractor may not, under any condition, terminate or stop work because of a dispute, claim or any matter in controversy under the Contract Documents, then under submission, or previously resolved by a final and conclusive decision under paragraph 8.4.

ARTICLE 16 - MISCELLANEOUS

16.1 Giving Notice

16.1.1 Notice shall be deemed to have been validly given if delivered in writing to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Notice shall be effective as of the date of personal service or mailing.

16.2 General

16.2.1 All moneys not paid when due hereunder shall bear interest at the rate of 7% annually.

16.2.2 All specifications, drawings, and copies thereof furnished by the Architect shall be the property of County. They shall not be used on another project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

16.2.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and the rights and remedies available to County and Project Manager thereunder, shall be in addition to, and shall not be construed in any other way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.2.4 Should County or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or any of his employees or agents or others for whose acts he is legally liable, notice of said injury shall be made in writing to the County within five days of the first observance of such injury or damage.

16.2.5 The Contract Documents shall be governed by the laws of the State of California. In case any provision of the Contract Documents, including without limitation these General Conditions, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any other way be affected or impaired.

16.2.6 No waiver by County of any provision of the Contract Documents, including without limitations these General Conditions, shall constitute a waiver of any other provision thereof.

16.2.7 The waiver of any instance is not a waiver in the second instance.

ARTICLE 17 - EQUAL OPPORTUNITY

17.1 The Contractor shall maintain policies of employment as follows:

17.1.2 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

17.2 See also Federal, State and County requirements in - SUPPLEMENTARY CONDITIONS.

ARTICLE 19 – FEDERAL COMPLIANCE

19.1 All requirements as provided in Attachment A, B and C, and BABAA are applicable to the project.

SUPPLEMENTARY CONDITIONS

1. Statements and Payrolls

1.1 The Contractor and each subcontractor shall preserve his payroll records for a period of three years from the date of completion of this contract.

1.2 The Contractor shall submit weekly a copy of all payrolls to the Project Manager. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Industrial Relations. The Contractor and subcontractor may use standard forms furnished by the Project Manager or any other form approved by the Project Manager. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

1.3 The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employees' address and social security number need only appear on the first payroll on which his name appears.

1.4 If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 6th of that month, the Owner will retain an amount equal to 5 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retention for failure to submit satisfactory payrolls shall be additional to all other retention's provided for in this contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

2. Accident Prevention

2.1 Precautions shall be exercised at all times for protection of persons (including employees) and property. These shall include, but not be limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of CAL-OSHA.

2.2 Where conditions of the work present unreasonable risk or death to persons, or property damage, in the judgment of the Owner, it may direct Contractor at his sole expense, to close down the work and not commence work again until the hazardous condition is eliminated.

2.3 Nothing herein shall be deemed to allow use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of CAL-OSHA.

3. Air Pollution - State Requirements

3.1 In connection with Public Contracts Code Section 10231, Contractor and his subcontractors shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Government Code Section 11017. Fugitive Dust Permit and construction emission dust/control plan will be required by the Tehama County Air Pollution Control District (TCAPCD). They advised that open burning without a permit is restricted.

4. Anti-Trust Claims

4.1 By execution of this contract, Contractor agrees to and does hereby assign to awarding body all right, title, and interest in and to all causes of action it may have under the Clayton Act (15 U.S.C. Sec. 15) Section 4 or under the Cartwright Act (Business and Professions Code) Section 16700 et. seq., arising from purchases of goods, services, or materials made in performance of this contract. The parties shall deem this assignment effective at the time of the tender of final payment to Contractor without further acknowledgment. Contractor shall include, or cause to be included, similar provision in any subcontract entered into for any part of the work of this contract.

5. Anti-Kick Back

5.1 The Contractor must comply with the provisions in the Copeland "Anti-Kick Back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

6. Equal Opportunity - Federal Requirements

6.1 Selection of Labor: During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession or territory of the United States.

6.2 Employment Practices: During the performance of this contract, Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs 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 by the Owner setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination 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 of 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 rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

No otherwise qualified handicapped individual in the United States as defined in Section 7 (5) of the Rehabilitation Act of 1973 (P.L. 93-112) shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this contract.

6.3 Air Pollution - Federal Requirements: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

6.4 Assurance of Minority Business Enterprise Participation

6.4.1 The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

6.4.2 The bidder hereby gives assurance pursuant to the requirements of the code of federal regulations, that bidder has made a reasonable effort to employ Minority Business Enterprises. Bidder further gives assurance that bidder will submit the documentation listing Minority

Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

7. Fair Employment Practices - State Requirements

7.1 In connection with the performance of work under this contract, Contractor agrees as follows:

- a. Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, physical handicap, medical condition, marital status, ancestry, sex or national origin. 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, ancestry, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this Fair Employment Practices section.
- b. Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by awarding authority, advising said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c. Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, awarding authority or any other appropriate agency of the State of California designated by awarding authority for purposes of investigation to ascertain compliance with Fair Employment Practices section of this contract.
- d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act shall be regarded by awarding authority as a basis for determining Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or re prequalification rating for the Contractor.

Contractor shall immediately notify Awarding Authority if the Fair Employment and Housing Commission has determined that a complaint alleging that Contractor has violated the Fair Employment and Housing Act is valid. Contractor shall immediately provide to Awarding Authority any agreement Contractor entered into under Government Code section 12964 and immediately notify Awarding Authority of any civil action brought against Contractor pursuant to Government Code section 12964.

Awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of notice any such notice from Contractor, the Fair Employment and Housing Commission, and or Superior or Federal Court.

Upon receipt of such written notice, Awarding authority shall notify Contractor that unless he demonstrates to the satisfaction of Awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

e. Contractor agrees, that should the awarding authority determine the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such moneys may be recovered from Contractor. Awarding authority may deduct any such damages from any moneys due Contractor from the State of California.

f. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent awarding authority of the State of California from pursuing other remedies that may be available at law.

Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit hiring of an employee not permitted by the National Labor Relations Act.

g. Prior to award of the contract, Contractor shall certify to awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by awarding authority:

(1) Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) Contractor shall provide evidence, as required by awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment Development) of the content of the anti-discrimination clause.

(3) Personally, or through his representative, Contractor shall, through negotiations with unions with whom he has agreements, attempt to develop an agreement, which will:

(a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

(4) Contractor shall notify contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

h. Contractor shall include the provisions of the foregoing paragraphs (a) through (g) in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

8. Additional Division of Labor Standards Enforcement Requirements

8.1 On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the prime contractor is required to post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d)).

8.2 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (AKA Division of Labor Standards Enforcement) in compliance with California Labor Code Section 1776, with exceptions as specified in Labor Code section 1771.4(a)(4). .

DIVISION 01 – GENERAL REQUIREMENTS

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Division 1 - General Requirements

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01720	Record Documents

SECTION 01090

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.02 RELATED SECTIONS

- A. Standards as noted in individual Sections of these Specifications.

1.03 QUALITY ASSURANCE

Contractor shall:

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, unless specifically noted.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain a copy of the applicable reference standards at jobsite during submittals, planning, and progress of the specified work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the County before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150

Reford Station
Detroit, MI 48219

AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
AICS	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135
AWWA	American Water Works Association 666 West Quincy Avenue Denver, CO 80235

CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumberg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
FGMA	Flat Glass marketing Association 3310 Harrison White Lakes Professional Building Topeka, KS 66611
FM	Factory Mutual System 1151 Boston-Providence Turnpike P.O. Box 688 Norwood, MA 01062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
MFMA	Maple Flooring Manufacturers Association 60 Rivere Drive Northbrook IL 60062
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070

NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturers' Association 2101 "L" Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PS	Product Standard U.S. Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 8224 Old Court House Road Vienna, VA 22180
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories Inc. 333 Pfingston Road Northbrook, IL 60062
WIC	Woodwork Institute of California 1331 T Street Sacramento, CA 95807

WCLIB West Coast Lumber Inspection Bureau
 6980 S.W. Varns Road
 Box 23145
 Portland, OR 97223

WWPA Western Wood Products Association
 1500 Yeon Building
 Portland, OR 97204

1.05 SCHEDULE OF GOVERNING CODES

- A. See Drawings for a list of applicable codes and regulations which shall govern, except where otherwise indicated.
- B. Refer to individual Specification Sections for additional codes and regulations which shall apply to the individual Work of said Sections.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

- A. All work shall be done in accordance with governing codes. A copy of each shall be kept at the jobsite at all times.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

1.01 GENERAL

- A. Meetings:
 - 1. Project Manager will schedule regular project meetings as required. Contractor shall attend with appropriate staff, subcontractors, and suppliers.
 - 2. Meetings shall include, but not be limited to:
 - a. Pre-construction conference
 - b. Work progress.
 - c. Schedule and coordination.
 - d. Payment review.
 - e. Changes in the work.
 - f. Pre-installation.
- B. Administration: Project Manager will prepare agenda, conduct meetings, and distribute recorded proceedings and decisions to meeting participants and affected persons.
- C. Project Manager and ARCHITECT: Will attend each meeting.
- D. Space and Facilities: By Contractor at job site except Pre-construction Conference by Project Manager.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. With Contractor and subcontractors, within 10 days after Notice to Proceed. Time as determined by Project Manager.

1.03 PROGRESS MEETING

- A. General: Not less than once a month on a regular, scheduled basis.
- B. Attendance: Project Manager, Owner, ARCHITECT, Contractor, and subcontractors, sub-subcontractors, suppliers and others as required by the Project Manager.

1.04 GUARANTEE, BONDS, SERVICE AND MAINTENANCE CONTRACTS MEETING

- A. General: Eleven months following date of final acceptance, meet to review guarantees, bonds, and service and maintenance contracts for materials and equipment.
- B. Action: Repair or replace defective work. Extend service and maintenance contracts as desired.
- C. Attendance: Project Manager, ARCHITECT, ARCHITECT's professional consultants as appropriate, Contractor, subcontractors, suppliers and others as appropriate to the agenda.

1.05 SPECIAL

Called by Project Manager as warranted by developed conditions.

END OF SECTION

SECTION 01300

SUBMITTALS

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Schedule of Values.
- D. Submittals and Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Mock-Ups.
- H. Manufacturers' instructions.
- I. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 1039 - Coordination and Meetings
- B. Section 01310 - Construction Schedule
- C. Section 01400 - Quality Control: Manufacturers' field services and reports.
- D. Section 01600 - Material and Equipment / Substitutions.
- E. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Timing:
 1. Make submittals within the times specified herein. Do not submit all at one time. Submit in accordance with the sequence of procurement, fabrication and construction.
 2. Make submittals far enough in advance of scheduled dates of installation to allow the time required for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. Identification:
 1. Identify each submittal and resubmittal with the following information:
 - a. Project name and address as they appear on the Contract Documents.

- b. Contract name and number.
- c. Contractor's name and address.
- d. Date of submission.
- e. Numbering System: Submittals shall be identified by specification section (i.e., 02810-001, 07210-001, 11191-001, etc.) Any resubmittals shall be numbered sequentially according to the original submittal section, followed by the subscript ".1, .2, .3, etc. submittal number (i.e., 001.1, 001.2, etc.). Submittals and resubmittals shall be kept intact with the original number. Do not add new drawing or information outside the scope of the original submittal, unless specifically requested. Do not assign a new number for a resubmittal.
- f. Reference: List Specification Section number and product reference as a cross-reference for each submittal.

2. Identify each submittal with the following additional identification:

- a. Contractor's stamp with initials or signature, certifying to review of submittal, compliance with Contract Documents, and coordination with other impacted work, and verification of field measurements. The architect will return any submittal not bearing this stamp without being reviewed.
- b. Drawing and Specifications SECTION numbers to which the submittal applies.
- c. Subcontractor's or suppliers name and address.
- d. Name and telephone number of the individual to contact for additional information regarding the submittal.
- e. Whether it is an original or a resubmittal.

C. Coordination of Submittals:

- 1. General: Prior to submittal for the Architect's or consultant's review, as applicable, fully coordinate material as follows:
 - a. Determine and verify field dimensions and conditions, materials, catalog numbers, and similar data.
 - b. Coordinate shop drawing submittals with previously issued Addenda and Information Bulletins.
 - c. Coordinate with the various types of Work, and public agencies involved.
 - d. Secure necessary approvals from public agencies and others and signify by stamp, or other means, that approvals have been secured.
 - e. Unless otherwise specifically permitted by the Architect, make submittals in groups containing all associated items.
- 2. Completeness: Submittals shall be complete; partial submittals will be rejected for not complying with the Contract Documents.

D. Coordinate preparation and processing submittals with performance of construction activities.

1. Make submittals in groups containing associate items to ensure that information is available for checking each item when received.
 - a. Partial submittals may be rejected as not complying with requirements of Contract documents and Contractor shall be liable for any resulting delays.
2. Requests for deviation from Contract Documents shall be submitted for consideration before submittal of affected items. Only deviations, which have been previously accepted in writing, shall be included in submittals.

E. Place permanent label or title block on each submittal for identification. Indicate name or entity preparing each submittal in label or title block. See Paragraph 1.01.C herein for further information requirements on each submittal label or title block.

1. Provide space on label or beside title block to record Contractor's and Architect's review and approval markings and action taken.

F. Contractor's Review:

1. Review submittals for accuracy, completeness, and conformity with Contract Documents.
 - a. Submittal shall be construed as stipulating Contractor has thoroughly and completely reviewed, and coordinated data.
 - b. Submittals that indicate less than Contractor's full compliance will be returned without action.
 - c. Delays caused by failure to comply will not be acceptable basis for extension of Completion Time.

G. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

H. Package each submittal appropriately for transmittal and handling.

I. Project Architect's Review:

1. Submittals are reviewed for general conformance with design concept and general compliance with information given in Contract Documents only.
2. Review of separate item shall not indicate acceptance of assembly of which item is part.

J. Review shall not relieve Contractor from responsibility for errors or deviations from requirements of Contract Documents.

K. Submittal Log: Maintain accurate submittal log for duration of Contract. Indicate current status of all submittals at all times. Make submittal log available for the Project Manager's review upon request.

L. Resubmittals:

1. Subject to same terms and conditions as original submittal.
2. Project Architect will accept not more than one resubmittal.

- a. Should additional resubmittals be required, Contractor shall reimburse Owner for Project Architect's account for time spent in processing additional resubmittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Project Architect's personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- 3. Claims will not be considered for Contractor's additional time or expense associated with resubmittals.

M. Revisions:

- 1. Make only those revisions required or accepted by Project Architect.
- 2. Identify all changes made since previous submittal.

N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

O. Review or approval of any of the Contractor's submittals shall not relieve the Contractor of any of his/her responsibilities under the Contract for the successful completion of the Work in conformity with the requirements of the Drawings and Specifications. Any such review or approval shall not serve to waive any of the requirements of the Drawings or Specifications, nor to relieve the Contractor of any obligation thereunder. Defective, sub-standard, or non-complying work, materials, or equipment may be rejected, notwithstanding their previous review and/or approval.

P. Special Submittals: In addition to submittals required by the Contract Documents, Contractor shall submit the following:

- 1. Submittals required by governmental authorities and agencies of jurisdiction, as applicable.

Q. Substitutions: Refer to Section 01600.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Refer to Section 01310.

1.05 SCHEDULE OF VALUES

- A. Submit a typed schedule on AIA Form G703 or other approved 8-1/2" x 11" format; Contractor's standard media-driven printout will be considered on request.
- B. Format: Table of Contents of Volume 2 Specifications, with modifications as may be directed by Owner; identify each line item with number and title of major Specification sections.
- C. Include in each line item a directly proportional amount of contractor general conditions, overhead, and profit.
- D. Revise schedule to list change orders for each Application for Payment.

1.06 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER SUBMITTALS

A. General:

1. Submit only as required by the various Specification SECTIONS. Do not submit shop drawings, product data, samples or other submittals, unless specifically required.
2. Submit in accordance with the accepted submittal schedule. Send copies of transmittals to the Owner.
3. Submit in the manner and quantities specified hereinafter.
4. Allow a minimum of 15 working days for processing by the Architect and his consultants, as applicable. Some submittals may require more processing time based upon consultant's input and the complexity of the submittal. If certain submittals are critical, they should be so identified at time of submission. If a specific submittal cannot be reviewed and returned within 15 working days, the Architect will develop with the Contractor a timely "turn-around" that will not impact the construction schedule.

B. Shop Drawings:

1. Submit in the quantity required to be returned, together with 2 additional copies of black-line or blue-line prints.
2. The Architect or his consultants, as applicable, will review the Shop Drawings; mark the drawings with required revisions; stamp the drawings and indicate "No Exceptions Noted," "Furnish as Corrected," "Revise and Resubmit," or "Rejected," and return the drawings. "Revise and Resubmit" or "Rejected" stamps shall not be construed by the Contractor as a valid reason for an extension of time.
3. Review the returned drawings and take appropriate action as indicated.
 - a. If drawings are marked "Revise and Resubmit," make revisions and indicate them with a "cloud," stamp and date, and resubmit in the same manner and number as for the original submittal.
 - b. If drawings are marked "Rejected," make a new submittal and submit in the same manner and number as for the original submittal.
 - c. If drawings are marked "No Exceptions Noted" or "Furnish as Corrected", print and distribute copies for Owner and Inspector, as well as those required for Contractor and Subcontractors.
4. The Architect or his consultants, as applicable, may review at their discretion up to one resubmittal and take action, as appropriate, in the same manner as for the original submittal. If more than one resubmittal is required, any associated costs as a result of additional reviews shall be an extra service of the Architect or his consultants, as applicable, and will be processed as a deductive Change Order in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.
5. As with the original submittal, review the returned drawings and take appropriate action as indicated. As specified hereinabove, resubmit and revise until final action by the Architect or his consultants, as applicable. Final action is signified by the markings "No Exceptions Noted," or "Furnish as Corrected," on the returned drawings.

6. Following final action by the Architect or his consultants, as applicable, the Contractor shall make copies and distribute as required for accomplishment and inspection of the indicated Work.
7. Only those Shop Drawings which bear stamps showing final review of the Contractor, Architect, or the Architect's consultants, as applicable, shall be used.
8. Reproduction and Mailing Costs: The Contractor shall pay the reproduction and mailing costs of reproducibles and all prints.
9. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - a. Preparation of coordination Drawings is specified in Section 01040 "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - b. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

C. Product Data:

1. Submit in the quantity required to be returned, together with two additional copies each of brochures, catalog cuts, and similar material.
2. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - a. Submit number of copies which Contractor requires, plus four copies which will be retained.
 - b. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 1. Manufacturer's printed recommendations
 2. Compliance with recognized trade association standards
 3. Compliance with recognized testing agency standards
 4. Application of testing agency labels and seals
 5. Notation of dimensions verified by field measurement
 6. Notation of coordination requirements
 - c. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Review and processing of Product Data shall be the same as that for Shop Drawings.

D. Samples:

1. Submit in the size specified in the individual Specification SECTIONS, and in the quantity required to be returned to the Contractor, together with two additional Samples, which will be retained by the Architect or his consultants, as applicable.
2. Ship samples to the Architect's office, carriage prepaid.
3. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
4. Preliminary Submittals:
 - a. Unless precise color, pattern, and texture or similar characteristics are specifically described, submit full set of choices for material or product.
 - b. Preliminary submittals will be reviewed and returned with Project Architect's mark indicating selection and other action.
 - c. Architect reserves right not to make individual determination or selections until all samples of all materials are submitted.
 - d. Submit samples of all selected colors, patterns, textures or other similar characteristics as selected by Project Architect.
5. Submit number of samples required by Contractor plus three that will be retained.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in material or product, submit multiple units (not less than 3), that show approximate limits of variations.
 - b. Accepted samples will form standard of comparison for finished Work.
 - c. Defects, and deviations in excess of those in accepted samples, are unacceptable and are subject to rejection of completed Work.
6. Include identification on each sample, with full Project information, including:
 - a. Project name and location
 - b. Manufacturer and supplier
 - c. Name, finish, and composition of material
 - d. Location where material is to be used
 - e. Specification Section number.
7. Reviewed samples which may be used in the Work are indicated in individual specification sections.
8. Field Samples: Provide field samples as required by individual sections. Install samples in locations as directed, completed and finished.

E. Other Submittals: Submit as specified in the individual Specification Sections.

1. Distribute after review.

2. Unless specifically authorized in advance by the Owner, no fabrication or installation of any Product, material, component, or system of the Project shall begin until the specific submittals and shop drawings therefore (and/or other required submittal items, as may be applicable) have been reviewed by the Architect, and returned to the Contractor with indication that no exception is taken, or that the subject Work may be furnished as corrected on the shop drawings.
3. The Contractor shall inform each of his/her subcontractors and suppliers of the various requirements found throughout the Specifications concerning the submission of shop drawings and related submittals for review by the Architect.
4. Submittals and shop drawings prepared by the Contractor or his/her subcontractors or suppliers for submission to the Architect shall be checked by the Contractor before submission. In particular, the Contractor shall ascertain that the submittals and shop drawings meet all requirements of the Contract Documents and conform to the actual dimensions and conditions at the job site. Contractor shall be fully responsible for observing the need for and making any changes required by the equipment Contractor proposes to supply. If the submittals and shop drawings show variations from Contract Drawings or Specifications, whether because of standard practice or other reasons, the Contractor shall make special mention thereof in his/her letter of transmittal; if no specific mention of such variation is made the Contractor will not be relieved of the responsibility for completing the work in full accordance with the Contract Documents, even though such shop drawings are noted "REVIEWED", "NO EXCEPTIONS TAKEN", or similar notation by the Architect.
5. Submittals and shop drawings shall be drawn to scale, shall show all necessary working and final dimensions and such details, sections, plans, and elevations (all properly cross-referenced to the Contract Drawings) as are necessary to clearly delineate arrangements, construction, and connection with other Work; and shall illustrate all Work contiguous with and having a bearing on Work indicated. Submittals and shop drawings shall indicate the Project name, the names of the Contractor and the subcontractor, the name or description of the equipment or articles shown, the manufacturers' names, and the kinds, types, grades, thickness, and finishes of materials or equipment to be installed in the work. Marked up copies of standard or "generic" product data, catalog cuts, manufacturer's drawings, etc., showing non-Project-specific conditions will not be acceptable, unless their specific application to the Project is clearly indicated.
6. Manufacturers' brochures shall be acceptable for submittals, provided that they comply with the requirements listed above and with applicable Sections of the Specifications. If manufacturers' brochures are used, they shall clearly and explicitly delineate what is being submitted.
7. Timeliness: Submittals and shop drawings shall be submitted in such time as to cause no delay in the orderly progress of Work, layout, or fabrication under the Contract. Proper allowances shall be made for checking by the Architect and such correcting, resubmission and re-checking as may be necessary.
8. The review of submittals and shop drawings by the Architect will be general, and shall not relieve the Contractor from his/her sole responsibility for errors or omissions of any sort; nor for proper fitting and construction of the Work; nor for the furnishing of materials or Work required by the Contract Documents but not shown; nor for required quantity of material; nor for correctness of dimensions. Any request by the Architect for change and corrections on shop drawings shall not be construed as an order of extra work under the Contract.

1.07 MOCK-UPS

- A. Provide as required by individual Sections of the Specifications.
- B. Refer also to Section 01400, Quality Control.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finish, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificate to the Owner for review, in quantities specified for Product Data.
- B. Indicate that material(s) or Product(s) conform to or exceed specified requirements. Submit supporting reference data, affidavits, and certifications, as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION

SECTION 01310
CONSTRUCTION SCHEDULE

1.01 SCOPE

- A. The work under this section consists of the planning, scheduling and reporting procedures required in conjunction with the progress of the work. It is the intent that the Contractor shall develop a schedule-demonstrating fulfillment of all contract requirements. The levels of detail and submittal procedures are described hereinafter.
- B. The schedule shall be updated a minimum of once a month at a joint meeting with the Project Manager, General Contractor and required subcontractors.
- C. Development and maintenance of the construction schedule and supplementary information as detailed hereinafter is the responsibility of the Contractor.
- D. The Contractor shall use the accepted schedule at all times in planning, coordinating and performing the work under this contract including all activities of the subcontractors, vendors and suppliers.

1.02 THE COMPLETE PROJECT SCHEDULE

- A. Within 10 working days after receipt of Notice to Proceed, the Contractor shall submit the schedule in accordance with all requirements of this section. The schedule shall reflect the Contractor's approach to scheduling the COMPLETE project, including all submittals; procurement and all required testing and operational requirements called for elsewhere in the documents.
- B. Within 5 working days after receipt of the schedule, the Project Manager will meet with the Contractor for joint review, correction or adjustment of the proposed schedule. Within five (5) working days after the joint review, the Contractor shall if necessary revise and shall resubmit the COMPLETE Schedule to the Project Manager. The resubmission will be reviewed by the Project Manager, and, if found to be as previously agreed upon, will be accepted.
- C. The accepted schedule shall constitute the project work schedule until subsequently revised in accordance with requirements of this section.

1.04 SCHEDULE REQUIREMENTS

- A. The schedule shall show the sequence and interdependence of activities required for complete performance of all items of work under the contract or portion thereof
- B. The Contractor shall submit the following supporting data with the submittal of his original CPM construction schedule:
 1. The proposed number of working days per week.
 2. The holidays to be observed during the duration of the contract (by day, month and year).
 3. The planned number of shifts per day.
 4. The number of hours per shift.

5. The planned usage of major construction equipment on the site, on a monthly basis.

6. The average weekly manpower usage for each trade to be employed on the project.

Any changes to the above information shall be submitted with successive updates and revisions.

C. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon, it shall be deemed to have not been accepted by the Project Manager. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date of each phase notwithstanding the Project Manager's acceptance of the schedule.

1.05 ACTIVITY COST DATA

- A. The contractor shall furnish the Project Manager with a cost allocation (schedule of values) totaling to the contract amount, for all items detailed in the schedule. The Project Manager will prepare a Payment Request form this allocation. Once accepted by the Project Manager, the Payment Request form will become the basis for determining the progress payments for the balance of the project and the Contractor must submit his monthly Payment Request based upon progress reported on this form. No payment will be made unless supported by this Payment Request form completed to show monthly progress.
- B. The cost distribution may include cost for delivered equipment and material and the Project Manager will pay for only such items as identified elsewhere in these Contract Documents. All costs represented will include a pro rata distribution for overhead and profit: No separate item shall be shown for overhead and profit.
- C. Where the work of several trades is combined into one activity, the Contractor shall furnish for each such combined activity the cost breakdown of each trade on sheets separate from the network diagram. The sum of the costs for each trade shall equal the total dollar value of each such combined activity.
- D. Revisions to the schedule may require reallocation of costs. Revised activity cost data shall be submitted with revised Schedules as necessary, and a revised Payment Request form will be provided after approval of revised cost allocations.

1.06 PROGRESS REPORTING, UPDATING, AND REVISIONS

- A. On a date mutually agreed upon by the Project Manager and the Contractor, a job site progress meeting will be held each month at which time the schedule will be reviewed and updated. Attendees of this meeting shall include the Project Manager, the General Contractor and subcontractors if requested by the Project Manager. The Contractor shall have his copy of the Payment Request form and all other data required by the Contract Documents accurately filled in and completed prior to this meeting. Job progress and the Schedule will be reviewed to verify:
 1. Payment due to the Contractor based on percentage complete of items in the submitted Payment Request form.
 2. Logic, time and cost data for change order work that is to be incorporated into the schedule or Payment Request form.
 3. Status of as-built record drawings and as-built record specifications.

B. The Contractor shall submit a narrative report as a part of his monthly progress review and update in a form agreed upon by the Contractor and the Project Manager.

The narrative report shall include:

1. Actual start and finish dates of activities completed during update period since the last accepted revision.
2. Explanation of all changes in logic or in the scheduled work sequence, in durations, manpower and equipment.
3. A description of the critical path for the remainder of the project.
4. An explanation of corrective action taken or proposed.

C. After each monthly update or revision, the Contractor shall submit to the Project Manager one complete schedule showing all revisions and changes in accordance with the monthly review meeting.

D. Within five (5) working days after receipt of notice from the Project Manager, the Contractor shall submit a revised Schedule for any of the following reasons:

1. When delay in completion of any activity or group of activities indicates an overrun of the contract time or milestone requirement, by 20 working days or ten percent (10%) of the remaining duration, whichever is less.
2. Delays in submittals or deliveries or work stoppage are encountered which make replanning or rescheduling of the work necessary.
3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

E. Acceptance of any revised Schedule and all supporting data is contingent upon compliance with all other paragraphs of this section and any other previous agreements or requirements with or by the Project Manager.

F. The cost of revisions to the Schedule resulting from contract changes shall be included in the cost for the change in work, and shall be based on the complexity of the revisions or contract change, man-hours expended in analyzing the change, and the total cost of the change.

1.07 RESPONSIBILITY FOR COMPLETION

A. The Contractor agrees that whenever it becomes apparent from the monthly progress review meeting or the schedule that contract completion dates will not be met, he shall take some or all of the following action at no additional cost to the Owner:

1. Increase construction manpower in such quantities and crafts as will bring the progress of the work into conformance with all other requirements of this section.
2. Increase the number of working hours per shift, shifts per working day, workdays per week, the amount of construction equipment or any combination of the foregoing, to bring the scheduling and progress of the work into conformance with all requirements of the Contract Documents.
3. Reschedule the work under this contract in conformance with all other contract requirements to demonstrate completion of the contract work within the contract time.

1.08 ADJUSTMENT OF THE CONTRACT TIME

- A. The contract time will be adjusted only for causes specified in the Contract Documents. In the event the Contractor requests an adjustment of the contract time, he shall furnish such justification, schedule data and supporting evidence as the Project Manager may deem necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the contract. Submissions of proof based on revised activity logic, durations and costs is obligatory with any request.
- B. The Contractor shall submit each request for an adjustment in the contract time to the Project Manager in accordance with all other requirements of the Contract Documents. The Contractor shall include, as part of each request:
 - 1. Justification for the delay in narrative form.
 - 2. A subnetwork showing all CPM logic revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the Schedule.
- C. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in this request. Actual delays in activities, which according to the schedule, do not affect the critical path work in the Schedule, will not be the basis for an adjustment to the contract time.
- D. The Project Manager's determination as to the adjustment of the contract time shall be based upon the latest schedule that has been accepted at the time of the alleged delay and all other relevant information. The Contractor shall submit with every request, an updated Schedule whenever the actual field progress of the work does not conform to the accepted schedule in force at the time of the alleged delay. The data if approved by the Project Manager shall be included in the next monthly updating of the schedule.
- E. The Project Manager shall, within a reasonable time after receipt of a request for extension of the contract time and supporting evidence, review the facts and shall advise the Contractor, in writing of his decision.
- F. When the Project Manager has not yet made a final determination as to the adjustment of the contract time, and the parties are unable to agree as to the amount of the adjustment to be reflected in the Schedule, the Contractor shall reflect that amount of time adjustment in the Schedule as the Project Manager may determine to be appropriate for interim purposes. It is understood and agreed that any such interim determination by the Project Manager shall not be binding and shall be made only for the purpose of continuing to schedule the work until such time as the Project Manager has made a final determination as to any adjustment of the contract time. The Contractor shall revise the Schedule prepared thereafter in accordance with the final decision.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-ups.
- E. Inspection Services.
- F. Manufacturer's field services and reports.

1.02 RELATED SECTIONS

- A. Section 01090 – Reference Standards.
- B. Section 01300 – Submittals.
- C. Section 01410 – Testing Laboratory Services.
- D. Section 01600 – Material and Equipment / Substitutions: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

Contractor shall:

- A. Monitor quality control over sub-contractors, suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of highest quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturers instructions conflict with Contract Documents, request clarification from the Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.

- B. Contractor shall obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

- A. Contractor shall install field samples at the site as required by individual specification Section for review.
- B. Acceptable samples represent the minimum required quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 MOCK-UPS

- A. Contractor shall assemble specified items, complete, with specified attachment and anchorage devices, seals, and finishes, as applicable.
- B. Where mock-up is specified in individual Sections to be removed, Contractor shall clear the area after the mock-up has been accepted by Architect.

1.07 INSPECTION SERVICES

- A. The County will provide services of a person or persons to perform inspection of the Project. Contractor shall:
 1. Notify County at least 48 hours prior to expected time for operations requiring specific inspection.
 2. Make arrangements with County's inspector(s) and pay for additional samples and tests required for Contractor's use.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

Contractor shall:

- A. When specified in individual Specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Project Manager 30 days in advance of required observations. The observer is subject to approval of County.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Project Manager for review.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Selection and payment.
- B. Contractor submittals.
- C. Laboratory responsibilities.
- D. Laboratory reports.
- E. Limits on testing laboratory authority.
- F. Contractor responsibilities.
- G. Schedule of inspections and tests.

1.02 RELATED SECTIONS

- A. Division 00 - Contract Conditions (General Provisions Paragraph 4-07).
- B. Section 01090 - Reference Standards.
- C. Section 01300 - Submittals: Manufacturer's certificates.
- D. Section 01700 - Contract Closeout: Project Record Documents.
- E. Drawings and individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

- A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C. The Geotechnical Investigation included as Appendix Item #1 of this Project Manual. (This report is provided for general information only, and neither the County nor the Architect warrants its accuracy or completeness.)

1.04 SELECTION AND PAYMENT

- A. County will provide services of an independent testing laboratory to perform specified inspection and testing, or perform said inspection and testing in-house.

1.05 LABORATORY RESPONSIBILITIES

- A. All concrete mixes are to be submitted for approval and the maximum slump shall be 4 inches unless otherwise approved. Concrete cylinders (3) will be taken for each type of pour. The contractor has to hire a firm to test the cylinders at 7, 14 and 28 days. The contractor is to submit mix designs for approval.

1.06 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- D. Notify Inspector and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 SCHEDULES OF INSPECTIONS AND TESTS

- A. As required by individual Specification Sections.
- B. As required by Drawings.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

1.01 GENERAL

- A. Provide temporary facilities as shown or specified and as required to complete the work per Contract Documents.
- B. Providing temporary facilities is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative temporary facilities equivalent to those specified is the Contractor's option, subject to the Project Manager's or the ARCHITECT's acceptance. Temporary construction facilities are defined to exclude tools and self-contained construction machines and equipment.
- C. The types of temporary construction facilities as may be required for the project include:
 - 1. Construction water distribution.
 - 2. Dewatering facilities and drains.
 - 3. Temporary enclosure.
 - 4. Temporary heat
 - 5. Ventilation and humidity control
 - 6. Construction aids and miscellaneous facilities.
 - 7. Temporary power distribution.
 - 8. Temporary lighting.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for the installation and use of temporary construction facilities, including health and safety regulations.
- B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations," and with ANSI AIO-Series standards "Safety Requirements for Construction and Demolition" and State of California Department of Industrial Relations, Division - Occupational Safety and Health CAC Title 8.

1.03 SUBMITTALS

- A. General: Submit copies of whatever reports of inspections, tests, gauge readings and similar data and copies of permits and certificates have been secured for the operation of temporary construction facilities, including those used for dewatering, distributing power, lighting and similar operations.

1.04 JOB CONDITIONS

- A. Schedule uses: Provide the temporary construction facilities ready for use at each location, at the time first needed to avoid delays in the performance of the work. Maintain, expand and modify as needed through the progress of work, and do not remove until no longer needed or replaced by authorized use of completed permanent facilities of the project.
- B. Temporary use of permanent facilities: Regardless of previously assigned responsibilities for temporary facilities, the Installer of each permanent facility shall assume responsibility for its operation, maintenance and protection during use as a construction facility prior to the Project Manager's acceptance and assumed operation of the facility.
- C. Conditions of use: Operate, maintain, control and protect temporary construction facilities in a manner which will prevent overloading, hazardous exposures, fire, disease, damage or deterioration of completed work, public nuisances, and similar deleterious effects.

1.05 MATERIALS OF TEMPORARY FACILITIES

- A. General: Provide either new or used materials and equipment, which are in substantially undamaged condition. Provide materials and equipment which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for the intended use in each case, and capable of being maintained properly through the course of anticipated use at the project site.
- B. Water hoses: Where shut-off nozzles are used at the discharge of water hoses, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system. Where non-potable water is used, provide adequate warning sign on discharge end of each length of hose.
- C. Heating units: Provide temporary heating units which have been tested and labeled by UL, FM, FIA or a recognized trade association relate to the fuel being consumed (AGA, NEMA, or other).
- D. Tarpaulins: Waterproof and fire-retardant type, UL labeled with a flame-spread rating of 15 or less. Provide translucent type (Laminated polyethylene with nylon reinforcement, or similar) for temporary enclosure where work is being or will be performed.
- E. Voltage differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets.
- F. Electrical power cords: Use only grounded extension cords; hard-service type where exposed to abrasion and traffic of any kind.
- G. Lamps and light fixtures: Provide general service type incandescent lamps of the wattage indicated or required for adequate illumination. Where exposed to breakage by construction operations, protect lamps with guard cages or tempered glass enclosures. Provide exterior type fixtures where exposed to weather or moisture.

1.06 INSTALLATION OF TEMPORARY FACILITIES

- A. General:
 1. Use qualified tradesmen for the installation of temporary construction facilities. Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.

2. Changeover from the use of temporary facilities to the use of the permanent facilities at the earliest feasible date in each portion of the building. Do not use permanent water piping for the distribution of non-potable water.

B. Dewatering facilities and drains: For general temporary drainage and dewatering facilities and operations provide dewatering as required to maintain the site, excavations and the construction free of water.

C. Temporary Enclosure: Where required, provide temporary enclosure of materials, equipment, work in progress and completed portions of work, so as to afford protection for both the work and employees, from whatever ill effects may result from the work or the weather. Provide temporary enclosure wherever temporary heat is needed and permanent building enclosure is neither yet completed nor adequate for the containment of temporary heat. Coordinate temporary enclosures with ventilating and drying-of-the-work requirements, so as to avoid dangerous conditions and ill effects.

D. Temporary heat:

1. At each stage of construction in each portion of the building, restrict the selection of temporary heating facility to a method that is recognized as safe and without ill effect upon the work in place and being installed. Provide temporary heat wherever needed for the proper performance of the work, or for curing or drying of work recently installed, or for the protection of work in place from adverse effects of low temperatures or high relative humidity. Coordinate temporary heating with ventilation requirements to produce the indicated ambient condition required for the work, and at the same time to minimize the consumption of fuel or energy.
2. Except as otherwise indicated, maintain a minimum temperature of 45 degrees F in permanently enclosed portions of the building, and in areas where finished work has been installed.

E. Temporary ventilation: Ventilate wherever possible through the use of natural ventilation, utilizing temporary heat and temporary enclosures and openings to effect the needed movement of air where necessary. Operate units with filters and baffles to avoid the distribution of dust and to minimize other ill effects upon the work.

F. Construction aids and miscellaneous facilities: This category of temporary construction facilities includes scaffolding, ramps, runways, staging, temporary stairs, ladders, sheeting, shoring, cross-lot bracing, bridge, guard rails, barriers, closures, platforms, swing stages and temporary partitions. The design, construction and maintenance of these facilities is the sole responsibility of the Contractor. Provide whatever facilities are needed to accommodate the performance of the entire work of the project.

1.07 OPERATIONS AND TERMINATIONS:

A. Supervision: Enforce strict discipline in the use of temporary facilities. Limit availability of facilities to essential uses.

B. Maintained operations: Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour-per-day basis where required to achieve the indicated results in the work, and avoid the possibility of damage to the work and temporary facilities.

C. Prevent water-filled piping and vessels from freezing, whether temporary or permanent, by either draining or by insulation or heating.

D. Termination and removal:

1. At the time the need has ended for each temporary construction facility, or for a substantial element of the facility, or when it has been replaced by authorized use of a permanent facility, or no later than the time of substantial completion, promptly remove the temporary facility unless requested by the Project Manager to retain it for a longer period of time. Complete the work, which may have been delayed because of interference's with temporary facilities, and restore work which may have been affected by temporary facilities. Repair damaged work, clean exposed surfaces, and replace work that cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary facilities remain the property of the contractors.
2. At the time of substantial completion clean and renovate permanent facilities, which have been used to provide temporary services during the construction period. Replace significantly worn parts and parts which may have been subjected to unusual operating conditions. Restore facilities to a substantially good-as-new condition in every respect. Replace used facilities that cannot be satisfactorily restored.

END OF SECTION

SECTION 01540

SECURITY AND PROTECTION

1.01 DESCRIPTION OF REQUIREMENTS

- A. This section of General Requirements specifies minimum requirements of temporary provisions for security and protection not specified elsewhere. The providing of adequate security and protection is Contractor's sole responsibility, and is not limited to minimums established by requirements hereof. Except as otherwise indicated, use of alternative security and protection methods of facilities equivalent to those specified, is Contractor's option. The work of this section is not intended to include required insurance coverage, performance/payment bonds, individual provisions for safe performance of specific work, first aid requirements, general supervision, quality control, damage surveys, prequalification of construction personnel, temporary enclosure of completed work and stored materials, inspection and tests of the work, instructions to Owner's personnel and similar recognized protection/security provisions, which are, nevertheless, specified elsewhere in the Contract Documents, if required.
- B. The types of security and protection facilities and services required for project (entire project not just work of contract) may include but are not necessarily limited to the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Barrier fence enclosure.
 - 4. Security enclosure and lockup of work.
 - 5. Environmental protection. Coordinate permits with California Department of Fish and Game prior to commencing with the work when applicable.
- C. Coordinate with Owner to minimize conflict, and to facilitate Owner's operations. Coordinate with owner for a security plan, which will include ingress and egress, identification, protection of staff, materials and tools.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for installation and operation of security and protection facilities, including rules and recommendations of fire departments, police rescue squads, watchman services and similar local organizations and companies.
- B. Standards: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
- C. Responsibilities: The assignment of responsibilities for security and protection such as installation, maintenance and operation, is Contractor's obligation; refer to "Guidelines on Bid Conditions for Temporary Job Utilities and Services," by AGC and the Association of Specialty Contractors for industry recommendations.

1.03 JOB CONDITIONS:

- A. Scheduled uses: Provide security and protection at times first needed at site; and maintain, expand and modify facilities as needed throughout construction period.

- B. Temporary use of permanent facilities: The Installer of each permanent facility shall be required to assume responsibility for its operation, maintenance and protection during use (if any) as a temporary security or protection facility, prior to Owner's acceptance and assumed operation of facility.
- C. Conditions of use: Use security and protection facilities and services in a safe, sanitary, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effect.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES

- A. General: Provide either new or used materials and equipment, which are in substantially undamaged and serviceable condition.
- B. Fire extinguishers: Provide type A fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. Otherwise, provide either type ABC dry chemical extinguishers or a combination of several extinguishers of NFPA-recommended types for exposure in each case.
- C. Plywood: Provide exterior type, prime painted and finish painted. For fences and vision barriers provide minimum 5/8" thick plywood. For safety barriers and similar direct-contact uses, provide minimum 5/8" thick plywood.

1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES

- A. General:
 1. Use qualified tradesmen for installation of security and protection facilities. Locate facilities to serve total project construction work adequately, and to result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during course of the work, to properly accommodate entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to Project Manager.
 2. Provide temporary security and protection facilities until time of substantial completion, or for longer periods of time as requested by Project Manager.
- B. Temporary fire protection:
 1. General:
 - a. During construction period and until time certain protection needs may be fulfilled by permanent facilities, install and maintain whatever types and forms of fire protection temporary facilities may be needed to adequately protect against fire losses which are reasonably predictable and controllable. Except as otherwise indicated or required, comply with the applicable recommendations of NFPA No. 10 "Portable Fire Extinguishers" for each area of each construction activity when combustible materials, flammable liquids and similar exposures to possible fires are present. Locate extinguishers where most convenient and effective for intended purposes. Store combustible materials in recognized fire-safe locations and containers.
 - b. The local fire authority shall be consulted regarding temporary fire protection.

2. Program: Develop and supervise an overall fire prevention and first-aid fire protection program for personnel at project site. Instruct personnel in methods and procedures of program; post warnings and information, and enforce strict discipline. Review needs with local fire department officials and establish procedures to be followed. Maintain unobstructed access to extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires.
3. Temporary water: Where temporary water outlets are available, provide hoses of adequate length to reach construction areas associated therewith. Hang hoses with warning sign, to effect that it is for fire protection and is not to be removed. Match hose sizes with outlet sizes, and equip with suitable nozzles.

C. Permanent fire protection: not applicable

D. Barricades, warning signs and lights: Comply with recognized standards and code requirements for erection of substantial and structurally adequate barricades where needed to prevent accidents and losses. Provide lighting where appropriate and needed for recognition of facility, including flashing red lights where appropriate.

E. Enclosure fence: Installed by others. (Contractor will be responsible for any damage to and replacement of temporary fencing.)

F. Security enclosure and lockup:

1. General: Install substantial and durable temporary enclosure of partially completed areas of construction, with locking entrances, adequate to prevent unauthorized entrance, vandalism, theft, and similar deleterious effects and violations of project security. It is recognized that enclosure fence around construction site does not provide adequate security against certain exposure to loss by theft and vandalism.
2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with timing of installation and release of materials, so that opportunity for theft and vandalism is minimized.

G. Environmental protection: Provide protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel at project site in ways and by methods which comply with environmental protection regulations, and which minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at project site. Avoid use of tools and equipment, which produce harmful noise; and restrict use of noise-making tools and equipment to hours or use which will minimize noise near project site.

1.06 TERMINATION AND REMOVAL

Maintain protection and security facilities and services in good operating condition through time of use and until completion and use of permanent work makes each temporary service unnecessary, or until Owner's occupancy has replaced the need for service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use has been terminated. Complete or restore permanent work that may have been delayed or otherwise affected by temporary facility. Replace work, which cannot be satisfactorily restored. Except as otherwise indicated materials and equipment of temporary security and protection facilities remain property of contractors.

END OF SECTION

SECTION 01590

TEMPORARY GENERAL SERVICES

1.01 DESCRIPTION OF REQUIREMENTS

- A. Provide temporary services and facilities which will enable construction processes, and will accommodate other necessary activities at the project site. Providing adequate general services is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative general services equivalent to those specified is the Contractor's option, subject to the Project Manager's acceptance. Temporary general services exclude inspection and testing services, surveys, photographs, security provisions, protection, safety, final cleaning, startup of systems, instructions to Owner's personnel and other services which are recognized to be similar to the work of this section but are specified in other sections hereof, if required.
- B. The types of temporary general services required for the project may include, but are not necessarily limited to, the following:
 - 1. Sanitary facilities.
 - 2. Collection/disposal of waste materials.
 - 3. Miscellaneous general services.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for the installation and use of general service facilities, including health and safety regulations.
- B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations."
- C. Responsibilities: Except as otherwise indicated, the assignment of responsibilities for installing facilities and performing general services, and for complying with trade regulations and union jurisdictions associated therewith, is the Contractor's obligation.

1.03 SUBMITTALS

Submit copies of inspection reports, certificates, permits and similar documentation required or issued in connection with general services.

1.04 JOB CONDITIONS

- A. Scheduled uses: Provide temporary general services at the time first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.
- B. Conditions of use: Operate, maintain, control and protect general service facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, freeze-up, interference with the construction work, public nuisances and similar deleterious effects.

1.05 MATERIALS AND EQUIPMENT OF GENERAL SERVICES

- A. General: Provide either new or used materials and equipment for general service facilities, which are in substantially undamaged and serviceable condition. Provide types and qualities, which are recognized in the construction industry as suitable for the intended use in each application.
- B. Drinking water: Potable water approved by local health authorities.
- C. Construction materials: For offices, fabrication shops, storage sheds and similar construction, provide standard manufactured prefabricated or mobile home construction insulated and weather-tight where indicated to be heated or air conditioned; or provide equivalent job-built construction. Equip each unit with locked entrances, operable windows, roofing, adequate foundations for usual loading including wind loads, serviceable finishes of the types indicated, and mechanical/electrical equipment as needed to achieve the ambient conditions indicated.

1.06 INSTALLATION OF GENERAL SERVICE FACILITIES

- A. General: Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.
- C. Collection and disposal of wastes: Establish and enforce a daily system for collecting and disposing of waste materials from construction areas and elsewhere at the project site. Do not hold collected materials at the site for periods of more than 7 days, nor for periods of more than 3 days during hot weather (when daily temperatures can be expected to rise above 80 degrees F). Handle hazardous, dangerous, unsanitary, contaminated, polluting and similar harmful wastes separately from inert materials, by containerizing in an appropriate manner. Dispose of each category of waste material in a lawful manner. Do not bury or burn waste materials on the Owner's property.
- D. Parking: Arrange for temporary surface parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Parking areas must be approved by Project Manager due to environmentally sensitive areas (i.e. vernal pools, wetlands)
- E. Miscellaneous general services: Include whatever general services may be required, or are found to be necessary, for the accommodation of the work. The items of general service which may be needed include, but are not necessarily limited to, the installation of postal delivery service, parking spaces at the temporary offices, walkways in and around the construction area and personal protection items for employees and visitors.

1.07 OPERATIONS AND TERMINATIONS

- A. Supervision: Enforce strict discipline in the use of general services at the project site. Limit availability of facilities to essential and intended uses, so as to minimize wastes and the possibility of abuses and the resulting unsanitary and hazardous or dangerous conditions. Do not allow temporary offices and similar temporary or permanent spaces to be used as living quarters, or for other unintended occupancies or uses.
- B. Maintenance: Operate and maintain general services in good operating condition through the time of use, and until removal is authorized. Protect from damage by weather.
- C. Termination and removal: When the need has ended for each temporary general service facility, or at the time of substantial completion, promptly remove the facility unless requested by the Project Manager to retain it. Complete or restore permanent work

which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary general services remain the property of the Contractor. Owner reserves the right to take possession of project identification signs.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT / SUBSTITUTIONS

PART 1 - GENERAL

1.01 SECTIONS INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Division 00 - Contract Conditions (General Provisions Paragraph 4-10).
- B. Section 01300 - Submittals.
- C. Section 01400 - Quality Requirements.

1.03 PRODUCTS

- A. "Products" means new material, machinery, components, equipment, fixtures, assemblies, and systems forming the Work; and does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use material and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.
- E. Provide new materials except as specifically allowed by Contract Documents.
- F. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

1.04 WORKMANSHIP

Contractor shall:

- A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.

- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Seismic and vertical load anchors shall conform to applicable code requirements.
- D. Install products plumb, straight and true, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp or potentially hazardous edges.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. When work is specified to comply with manufacturer's recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details or recommendations and instructions and specified requirements.
- C. Should a conflict exist between the Specifications and recommendations or instructions, consult with the County.
- D. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.06 PRODUCT OPTIONS

- A. Contractor shall provide products listed in the Contract Documents, products by manufacturers listed in the Contract Documents, and products meeting specified requirements.
- B. Procedures are described for requesting substitution of unlisted materials in lieu of materials named in the Contract Documents.
- C. Contractor's Options:
 1. For products specified only by reference standard, select products meeting the referenced standard.
 2. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting the Specifications.
 3. For a product or manufacturer not specifically named, submit a Request for Substitution.
 4. Where terms "or equal", or "or approved equal", or similar references are made, submit a Request for Substitution for any product or manufacturer not specifically named in the Contract Documents.

1.07 SUBSTITUTIONS

- A.. The Contractor may submit written requests for substitutions for specified products within fifteen days preceding bid date or within 5 days following date of receipt of Notice to Proceed. Requests received after the 5 days will not be considered except for the following reasons:
 1. Product discontinued.
 2. Insufficient quantity except as caused by failure to award subcontract in time, or failure to order products so as to insure delivery without delay of work.

3. Delays beyond control such as strikes, fires, and acts of nature, war or civil disorder.
4. Reasons supported by sufficient evidence to satisfy the Project Manager that the request should be allowed.

B. Submit four copies of each request for substitution. Include in each request:

1. Complete data indicating compliance of substitute with Contract Documents.
2. For products:
 - a. Product identification including name and address of manufacturer, source of supply nearest job site, contract specifications identification, and location in the work.
 - b. Product data: Description, performance and test data, reference standards; for substitute and specified item.
 - c. Samples, if requested.
 - d. Name and address of similar projects on which product was used and date of installation.
 - e. Deduction from contract price to be allowed for acceptance of substitutions.
3. For construction methods:
 - a. Detailed description of proposed methods.
 - b. Drawings illustrating methods.
4. Itemized comparison of specified and proposed methods or products.
5. Data relating to changes in construction schedule.
6. Accurate cost data on substitution compared to costs of specified item.

C. In making request for substitution the bidder or Contractor represents:

1. He has investigated the proposed substitute and determined that it is equal or superior in all respects to the specified item.
2. He will provide the same guarantee, warranty bonds or other assurances for the substitute as for the specified item.
3. He waives all claims for additional costs related to the substitution that may develop.
4. Cost data is complete and includes all related costs under his contract.

D. Substitutions will not be considered if:

1. They are shown or implied on other submittals without formal request per this section.
2. Acceptance will require substantial revision of the Contract Documents or the work.

- E. Only one substitution will be considered for any one material. If the requested substitution is not accepted the originally specified product must be supplied.
- F. Action on Requests for Substitution Approval of request will be documented by Change Order. Denial of request will be made by letter or RFI.

1.08 TRANSPORTATION AND HANDLING

Contractor shall:

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.09 STORAGE AND PROTECTION

Contractor shall:

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prohibit mixing with foreign matter.
- F. Provide equipment and personnel to storage products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

1.01 DESCRIPTION OF REQUIREMENTS

A. Definitions: Closeout includes the general requirements near the end of the contract time, in preparation for final acceptance, final payment, normal termination of the contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in the specification sections. The time of closeout is recognized to be directly related to "Substantial Completion," and therefore may be either a single period for the entire work or a series of periods for individual parts of the work which have been certified as substantially complete at different dates.

1.02 PREREQUISITES FOR SUBSTANTIAL COMPLETION

A. General: Prior to requesting Project Manager's inspection for certification of substantial completion, as required by the General Conditions, complete the following and list known exceptions in request:

1. Submit last Progress Payment Request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.
2. Submit statement showing final accounting of changes to the contract price.
3. Advise Project Manager of pending insurance change-over requirements.
4. Submit special guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
5. Obtain and submit, operating certificates, final inspection/test certificates, and similar releases enabling Owner's full and unrestricted use of the work and access to services and utilities.
6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
8. Complete start-up testing of systems, and instructions of Project Manager's operating/maintenance personnel.
9. Discontinue (or change over) and remove from the project site temporary facilities and services, along with construction tools and facilities, and similar elements.
10. Complete the final cleaning.
11. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection procedures: Upon receipt of Contractor's request, Project Manager will either proceed with inspection or advise Contractor of prerequisites for inspection not fulfilled. The number of items to be corrected or completed will be averaged. When the average exceeds four items, the inspection will be stopped and the Contractor advised that the work is not ready for inspection. The Contractor shall then resume the work. Following initial complete inspection, Project Manager will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.03 PREREQUISITES FOR FINAL ACCEPTANCE

Prior to requesting Project Manager's final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following and list known exceptions (if any) in request:

- A. Submit final payment request with final releases and supports not previously submitted and accepted. Include certificates of insurance for products and completed operations.
- B. Submit updated final statement, accounting for additional changes to the contract price.
- C. Submit certified copy of Project Manager's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Manager.

1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for record documents are indicated in individual sections of these specifications. The general requirements are indicated in individual sections of these specifications. The general submittal requirements are indicated in section 01.300. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for the Project Manager's inspection during normal working hours.
- B. Record drawings: Refer to Section 01720 - Record Documents.
- C. Maintenance manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed); Include emergency instructions, spare parts listing, warranties, guarantees, wiring diagrams, recommended "turnaround" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring, vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both the front and spine of each binder.

1.05 CLOSEOUT PROCEDURES

- A. General operating/maintenance instructions: Arrange for each installer of work requiring continuing maintenance or operation (by the Owner) to meet with the Project Manager's personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representative where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.

1.06 FINAL CLEANING

- A. General: Special cleaning for specific units of work is specified in the sections of specifications.
- B. Provide final cleaning of the work, at the time indicated, consisting of cleaning and grading the work area to its preconstruction condition prior to placing the final erosion control measures.

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

1.01 DESCRIPTION OF REQUIREMENTS

- A. Record documents include those documents or copies relating directly to the performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which it was shown and specified by the original contract documents; and show additional information of value to the Owner's records, but not indicated by the original contract documents. Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings and shop drawings, marked-up copies of specifications, addenda and change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual work sections indicate specific record-copy requirements, which extend the requirements of this section.
- B. Refer to Section 01700 for general closeout requirements related to the submittal of record copies.

1.02 RECORD DOCUMENTS

- A. Record Drawings:
 1. Mark-up procedures: During the progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawings are most capable of showing the as-built condition, fully and accurately. Where shop drawings are marked-up, mark cross-reference on contract drawings at the corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at the same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work to be concealed that would be difficult to identify or measure and record at a later date. Note alternative numbers.
 2. Preparation of transparencies:
 - a. In preparation for certification of substantial completion on the last major portion of the work, review the completed mark-up of record drawings with the Project Manager. Identify and date each updated drawing.
 - b. Printing of original drawings, with addition of contract modifications, to produce transparencies and other prints as required herein is the Engineer's responsibility.
 3. Distribution: Upon completion of the record drawings, prepare three copies of each drawing, regardless of whether changes and additional information were recorded thereon. Organize each of the three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Organize and bind the mark-up set of prints (maintained during the construction period) in the same manner. Submit

mark-up set, three copy sets, and transparencies to Project Manager for Owner's records.

B. Record Specifications: During the progress of the work, maintain one copy of the specifications, including addenda, change order and similar modifications issued in printed form during construction, and mark-up variations (of substances) in the actual work in comparison with the test of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Project Manager for Owner's records.

END OF SECTION

END OF DOCUMENT

SITE ACCESSIBILITY UPGRADES

TEHAMA COUNTY GOVERNMENT CENTER

RED BLUFF CALIFORNIA

CIVIL GENERAL NOTES

- All improvements and work shall be constructed in strict accordance with the plans, specifications, requirements & standards of the city/county construction standards (latest edition) where applicable and the standard specifications for public work construction (Green Book). The contractor shall conduct all work in accordance with applicable local and state codes and ordinances. All work shall be under the inspection of the respective entity.
- Contractor to obtain an encroachment permit from the city/county prior to commencing any work within the public right-of-way.
- It is intended that these plans and specifications require all labor and materials necessary and proper for the work contemplated and that the work be completed in accordance with their true intent and purpose. The contractor shall notify the engineer immediately regarding any discrepancies and ambiguities which may exist in the plans and specifications. If the plans or specifications describe portions of the work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used.
- The contractor shall exercise due caution and shall carefully preserve property corner monuments, benchmarks, reference points and all survey stakes and shall bear all expense for replacement and/or errors caused by their unnecessary loss, disturbance, or destruction.
- No construction shall begin until the contractor has sufficient alignment and grade control stakes set by a registered professional engineer or licensed land surveyor to enable work to be constructed and checked in the field. Construction staking shall be the sole responsibility of the contractor.
- Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify and hold the owner, engineer and the city/county harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

CIVIL CONSTRUCTION NOTES

- Site grading shall be performed in accordance with these plans and specifications. Contractor shall submit a certification letter prepared by a qualified registered soils engineer, verifying that all filled areas and sub grade areas within the building pad area and area to be paved, have been compacted in accordance with the soils report and city/county standards.
- The contractor shall provide all lights, signs, barricades, flagmen or other devices necessary for public safety in accordance with the current issue of "manual of traffic controls, warnings signs, lights, and devices for use in performance of work upon highway" published by the State of California business and transportation agency.
- Contractor is responsible for coordination of the removal or relocation of all existing utilities with respective utility companies.
- Prior to commencing any work, it shall be the contractor's responsibility to have each utility company located in the field their main and service lines. The contractor shall notify members of the underground service alert (USA) 72 hours in advance of performing any excavation work by calling the toll-free number (800) 227-2600, the contractor shall record the USA order number and furnish order number to owner prior to any excavation. It shall be the contractor's sole responsibility to protect all existing utility lines so that no damage results from the disconnection of all utilities being modified or demolished with the owner and utility companies. The contractor shall properly cap all unused or abandoned utilities.
- Asphalt shall be type "B" 1/2" maximum size aggregate, medium grade per Caltrans specifications, asphalt binder per Caltrans specifications. Aggregate base shall be 3/4" class 2 aggregate base per Caltrans specification, compact to 95% maximum density per AASHTO. Asphalt shall be placed only when the atmospheric temperature is above 50° f.
- All grades shown are finish grades. Allow for various thickness of base, paving, and concrete in preparing subgrade.
- Pothole and verify locations of all pipe and utility crossings prior to construction.
- Dust control shall be strictly adhered to. Dust control shall conform to the city/county standard specifications for public works construction.
- Safety**
In accordance with generally accepted construction practices, the construction contractor is required to assume sole and complete responsibility for job site conditions during the course of the construction project, including safety of all persons and property. This requirement applies continuously and is not limited to normal working hours. The contractor shall defend, indemnify, and hold owner, engineer, and others associated with this project harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the other parties.
- Approved Plans**
This plan set contains multiple sheets which may or may not have been revised. The contractor is responsible for insuring that the current, approved set of plans is being used. The failure to do so shall not relieve the contractor from compliance with the provisions of the current, approved plans.
- Unauthorized Changes or Use**
All sheets in this set of plans prepared by Butler Engineering Group, Inc. Are the sole property of Butler Engineering Group, Inc. The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be in writing and approved by the engineer.
- Engineer's Statement**
This design was prepared by me or under my direction in conformance with the requirements of the California Business and Professions Code. The services performed have been conducted in a manner consistent with the level of skill and care ordinarily exercised by professionals currently practicing under similar conditions in the region.

GENERAL CONDITIONS

- Safety**
In accordance with generally accepted construction practices, the construction contractor is required to assume sole and complete responsibility for job site conditions during the course of the construction project, including safety of all persons and property. This requirement applies continuously and is not limited to normal working hours. The contractor shall defend, indemnify, and hold owner, engineer, and others associated with this project harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the other parties.
- Approved Plans**
This plan set contains multiple sheets which may or may not have been revised. The contractor is responsible for insuring that the current, approved set of plans is being used. The failure to do so shall not relieve the contractor from compliance with the provisions of the current, approved plans.
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- Engineer's Statement**
This design was prepared by me or under my direction in conformance with the requirements of the California Business and Professions Code. The services performed have been conducted in a manner consistent with the level of skill and care ordinarily exercised by professionals currently practicing under similar conditions in the region.

FIRE DEPARTMENT NOTES

- Nothing in these plans or specifications shall be construed to permit work not conforming to the most stringent of codes. All work shall be done in accordance with the California building code, California fire code, and all other federal, state, county, and city ordinances in effect for this project.
- Landscaping shall conform to the fire department's written guidelines as to clearance from fire protection equipment.
- Fire department access must be provided and maintained serviceable prior to and during construction.
- Approval plans shall be located at the job site. Plans shall be approved prior to any construction.
- Combustible or flammable waste material or rubbish of any kind shall not be permitted in any yard, vacant lot, or open space.
- Construction equipment, including portable restrooms, shall not obstruct fire hydrants at any time.
- Final approval is subject to acceptance after a field inspection.
- The fire department shall be notified 48 hours in advance of any shut down or interruption of normal service to fire hydrants or fire sprinklered buildings.
- All work shall comply with NFPA 13, "current" edition standards.

PROJECT DESCRIPTION

Plans for Parking Lot Accessibility Upgrades and Accessible Route Upgrades

PROJECT DIRECTORY

OWNER:
Tom Provine
County of Tehama
1830 Walnut Street
Red Bluff, CA 96080
(530) 527-4655 ext. 3027 (530) 222-5211

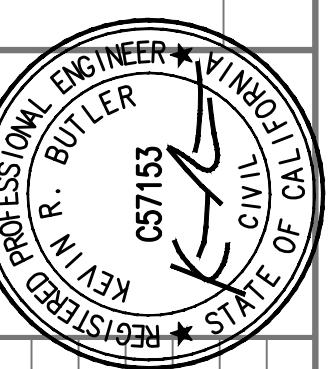
GENERAL CONTRACTOR:
T.B.D.
Company Name
Address
City, CA Zip
(530) xxx-xxxx

CIVIL DRAWING INDEX

C0.1	TITLE SHEET & GENERAL NOTES
C1.0	OVERALL SITE PLAN
C2.0	PARTIAL SITE PLAN
C2.1	PARTIAL SITE PLAN
C2.2	PARTIAL SITE PLAN
C2.3	PARTIAL SITE PLAN
C2.4	PARTIAL SITE PLAN
C2.5	PARTIAL SITE PLAN
C2.6	PARTIAL SITE PLAN
C2.7	PARTIAL SITE PLAN
C10.0	SITE ACCESSIBILITY NOTES & DETAILS
C10.1	SITE ACCESSIBILITY DETAILS



TEHAMA COUNTY
GOVERNMENT CENTER
1830 WALNUT STREET
RED BLUFF, CALIFORNIA



REVISIONS

DATE ISSUED
12/20/2024

SHEET NUMBER
C0.1

JOB NUMBER
19.209

HATCH LEGEND

	EXISTING CONCRETE		PROPOSED CONCRETE
	EXISTING ASPHALT		PROPOSED ASPHALT
	EXISTING LANDSCAPING		PROPOSED LANDSCAPING

CONTRACTOR NOTICE

Contractor shall, and it is their responsibility to, obtain any and all required permits from local, federal, state, county, and local agencies which may require permits, prior to beginning any construction activities related to this project.

TITLE 24 COMPLIANCE NOTE

That portion of these plans which is outside the public right of way is approved for rough grading only. These plans have not been reviewed for compliance with accessibility, zoning, planning, municipal or building code requirements. Site modifications may be required prior to approval of the building permit unless initiated below by building staff.

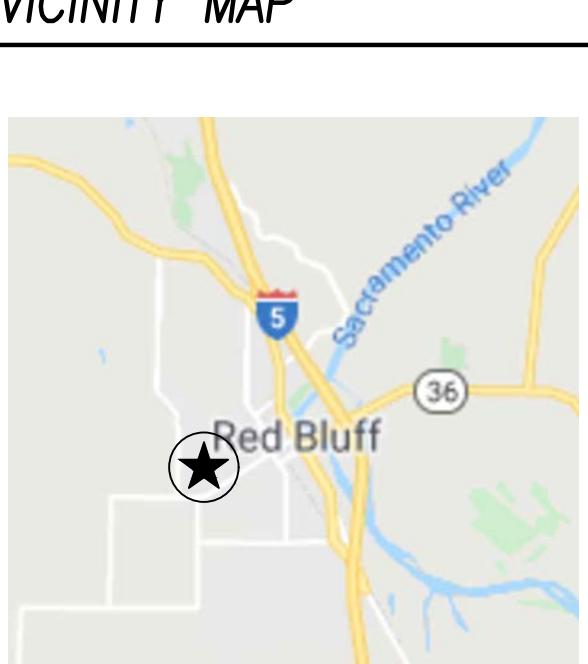
APPROVED

APPROVALS

Director of Public Works, County of Tehama

Public Works Utilities, County of Tehama

Fire Marshal, County of Tehama



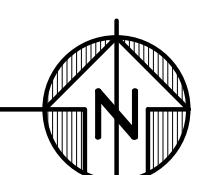
COPYRIGHT STATEMENT

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OVERALL SITE PLAN

0 60 120 FEET



CONTROL POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10000.00	12000.00	359.45	BM Z742 (NOT SHOWN)
50	16320.69	12320.03	322.85	GUINNY W/TACK
51	16914.57	12781.31	322.56	GUINNY W/TACK
52	17108.76	12669.43	325.16	GUINNY W/TACK
53	16535.36	12502.86	322.23	GUINNY W/TACK
54	16594.30	12370.32	323.52	GUINNY W/TACK
70	16637.22	12622.03	322.76	GUINNY W/TACK
71	17194.48	12500.84	325.89	PK NAIL
72	17085.94	12329.65	326.29	PK NAIL
73	16966.63	12176.79	326.80	PK NAIL
74	16812.98	12275.85	325.82	PK NAIL
75	16717.05	12222.07	324.96	PK NAIL
76	16610.87	12252.50	323.71	GUINNY W/TACK
4235	16766.21	12680.86	322.60	GUINNY W/TACK

BUILDING LEGEND

- 1 COURT HOUSE
- 2 FARM ADVISORY
- 3 JUVENILE JUSTICE CENTER
- 4 PROBATION DEPARTMENT (ADULT)
- 5 AGRICULTURAL DEPARTMENT / ANIMAL CARE
- 6 AGRICULTURAL DEPARTMENT / AIR POLLUTION CONTROL
- 7 PUBLIC HEALTH BUILDING (A,B,C)
- 8 PUBLIC HEALTH BUILDING (D)
- 9 TAY BUILDING (J)
- 10 HEALTH SERVICES (G)
- 11 OUTPATIENT CLINIC

CONSTRUCTION NOTES

- (A) ACCESSIBLE SITE ENTRANCE SIGN
- (H) C10.0

— - - INDICATES ACCESSIBILITY ROUTE

SURVEY NOTES

- This survey was conducted in June 2019.
- Coordinate System: A local grid system was used.
- Vertical Datum: North America Vertical Datum of 1988 (NAVD 88)
- Contour Intervals: 1 foot.
- Units of measure shown herein are in terms of the U.S. Survey foot and decimals thereof.
- Utilities/features shown herein are based upon above-ground, observed evidence only, pathole and verify locations of all pipe and utility crossings prior to construction.

SITE DATA

Legal Description:
Being a portion of the Map of the Hospital Addition.
Located in the city of Red Bluff, Tehama County, California.
As Shown in Record of Survey Map Book L, Page 57.
Official Records of Tehama County, California.

A.P.N. 029-320-079-000

F.E.M.A. Flood insurance rate map: 06103C0767H

Effective Date: September 29, 2011

*Note: None of the subject property is within the 100-year floodplain.

BENCHMARK

National Geodetic Survey Station: Z742
Being a brass disk set on the top of a 3" iron pipe.
Located at the Red Bluff Municipal Airport along the
West boundary fence, approximately 29.5' East of the centerline of
Paskoda Road.

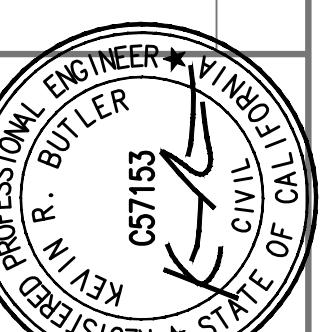
Elevation = 359.45 (NAVD 1988)

BASIS OF BEARING

*Note: This map does not constitute a measured boundary survey.

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OVERALL SITE PLAN



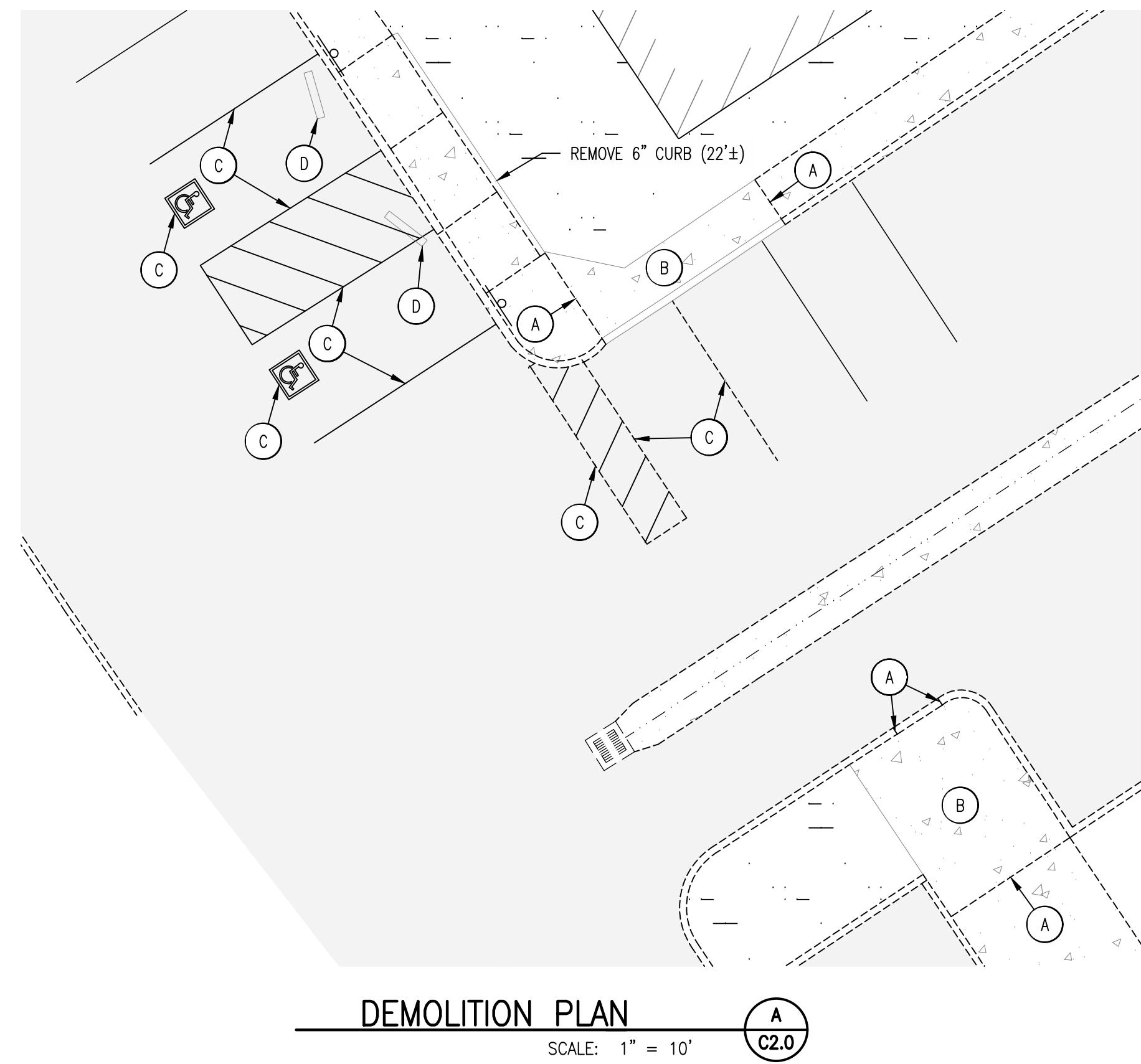
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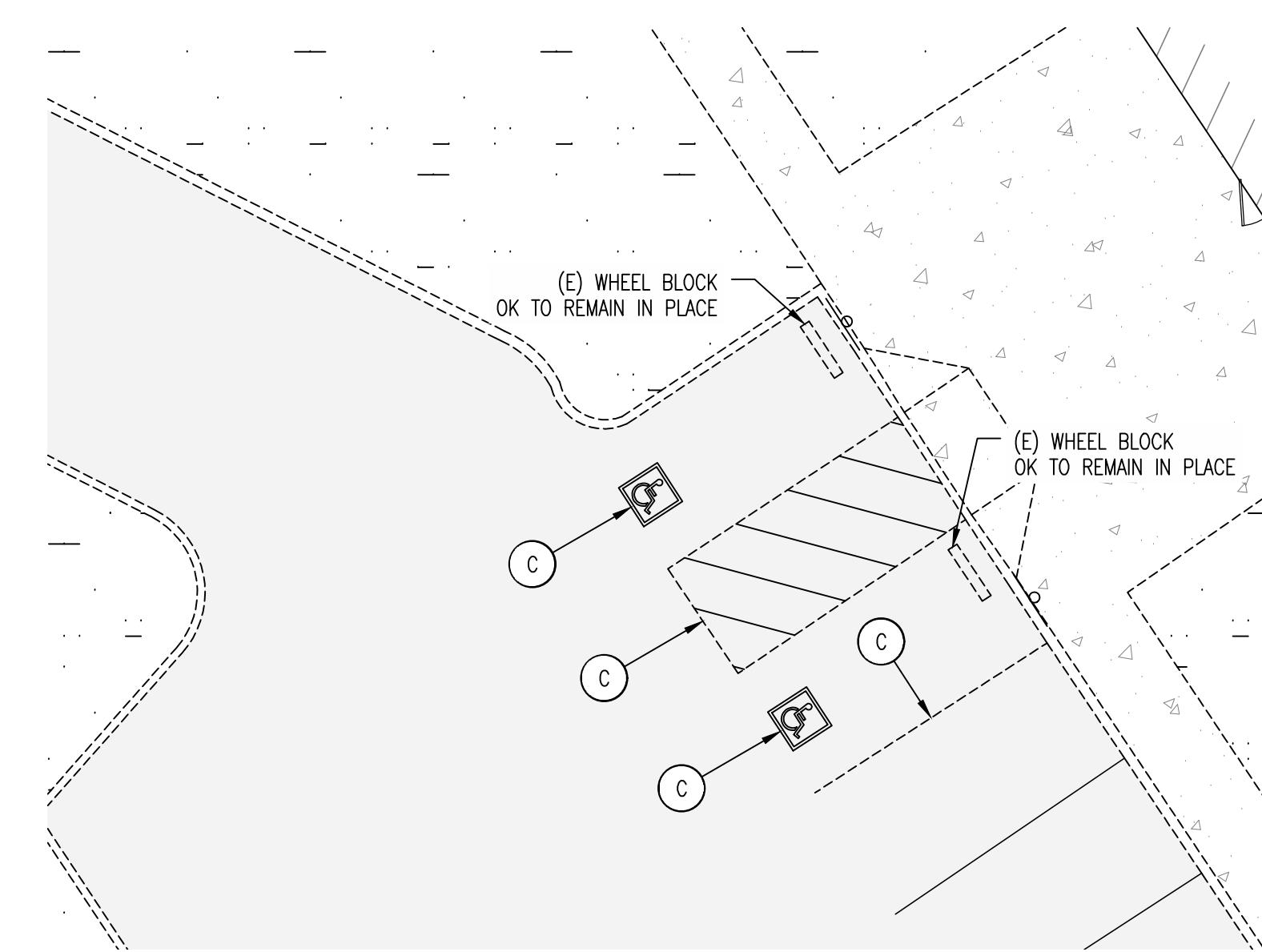
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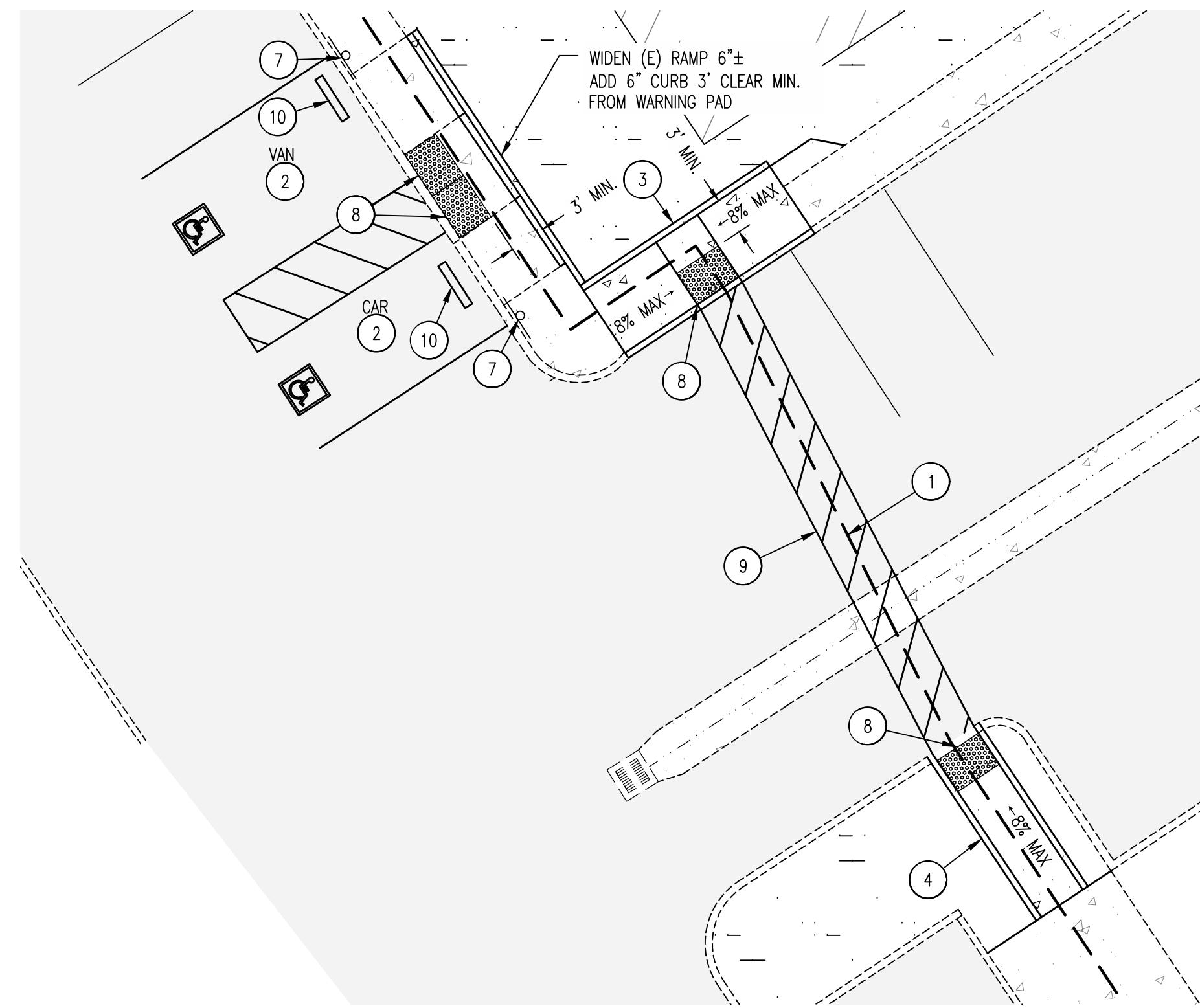
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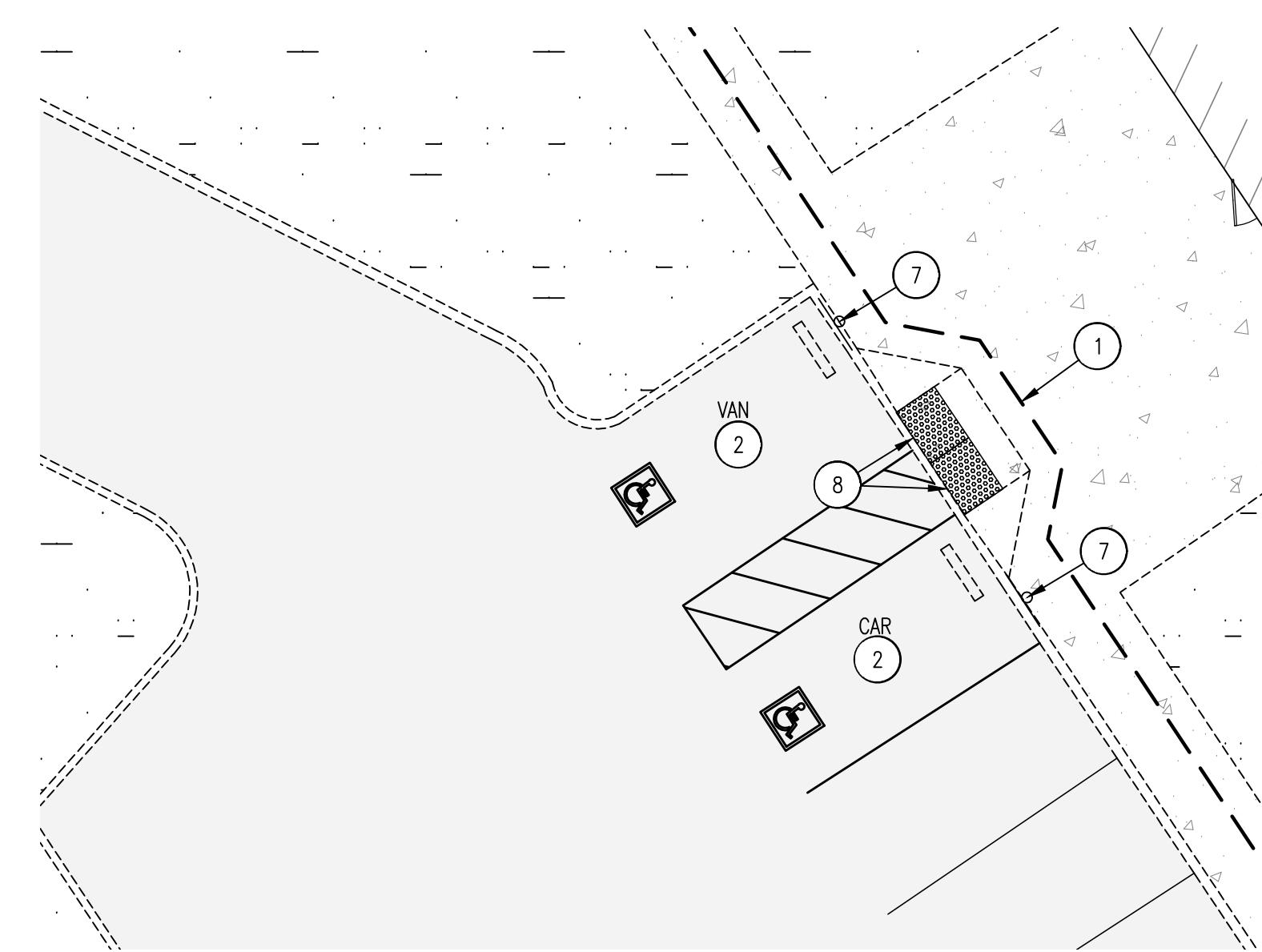
DEMOLITION PLAN
SCALE: 1" = 10'
A C2.0



DEMOLITION PLAN
SCALE: 1" = 10'
B C2.0



SITE PLAN
SCALE: 1" = 10'
A C2.0



SITE PLAN
SCALE: 1" = 10'
B C2.0

DEMOLITION NOTES

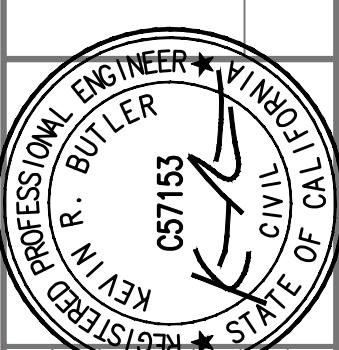
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PARTIAL SITE PLAN



REVISIONS

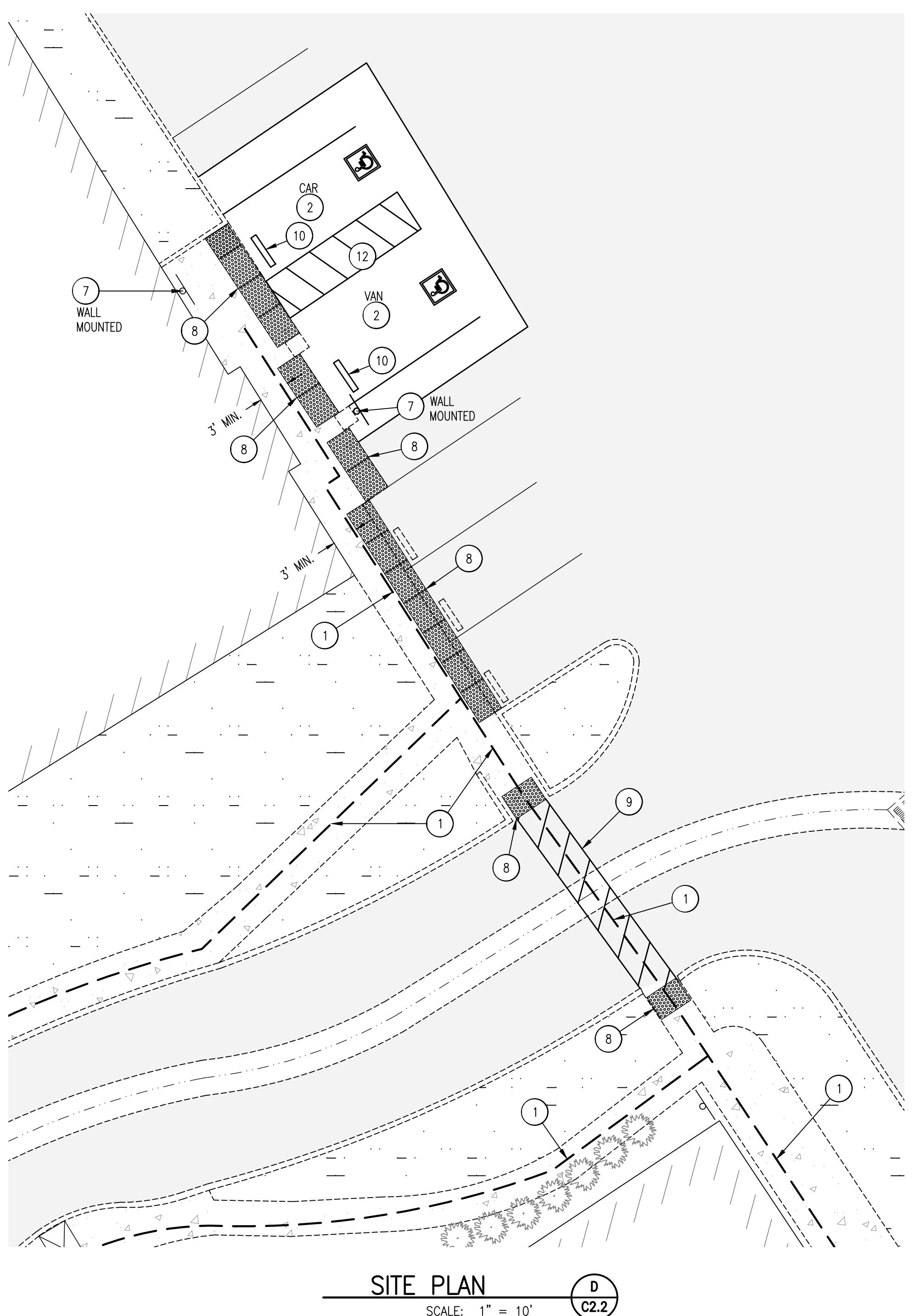
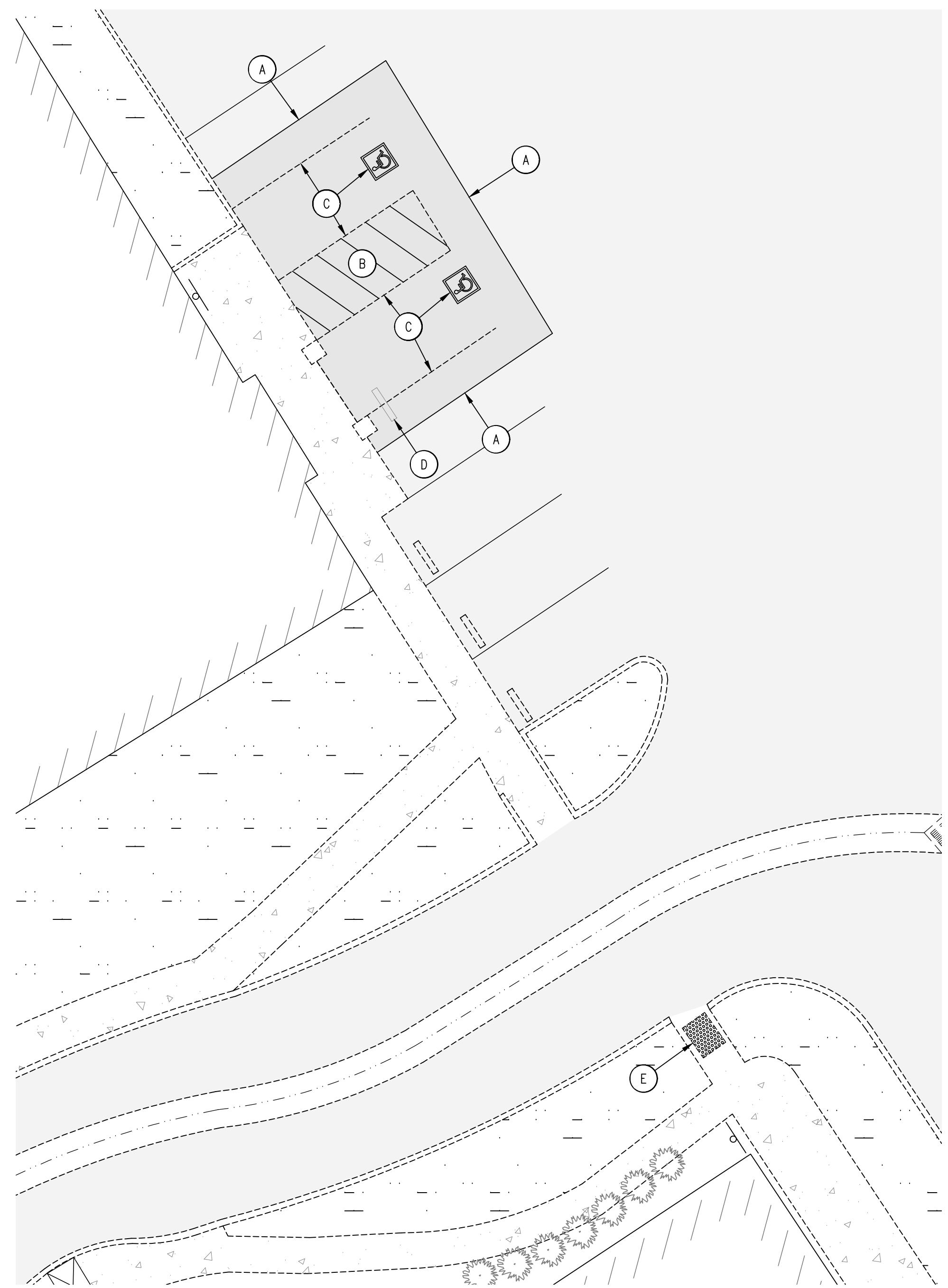
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DEMOLITION NOTES

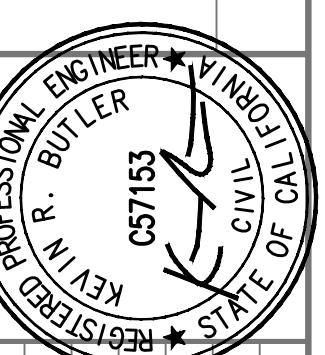
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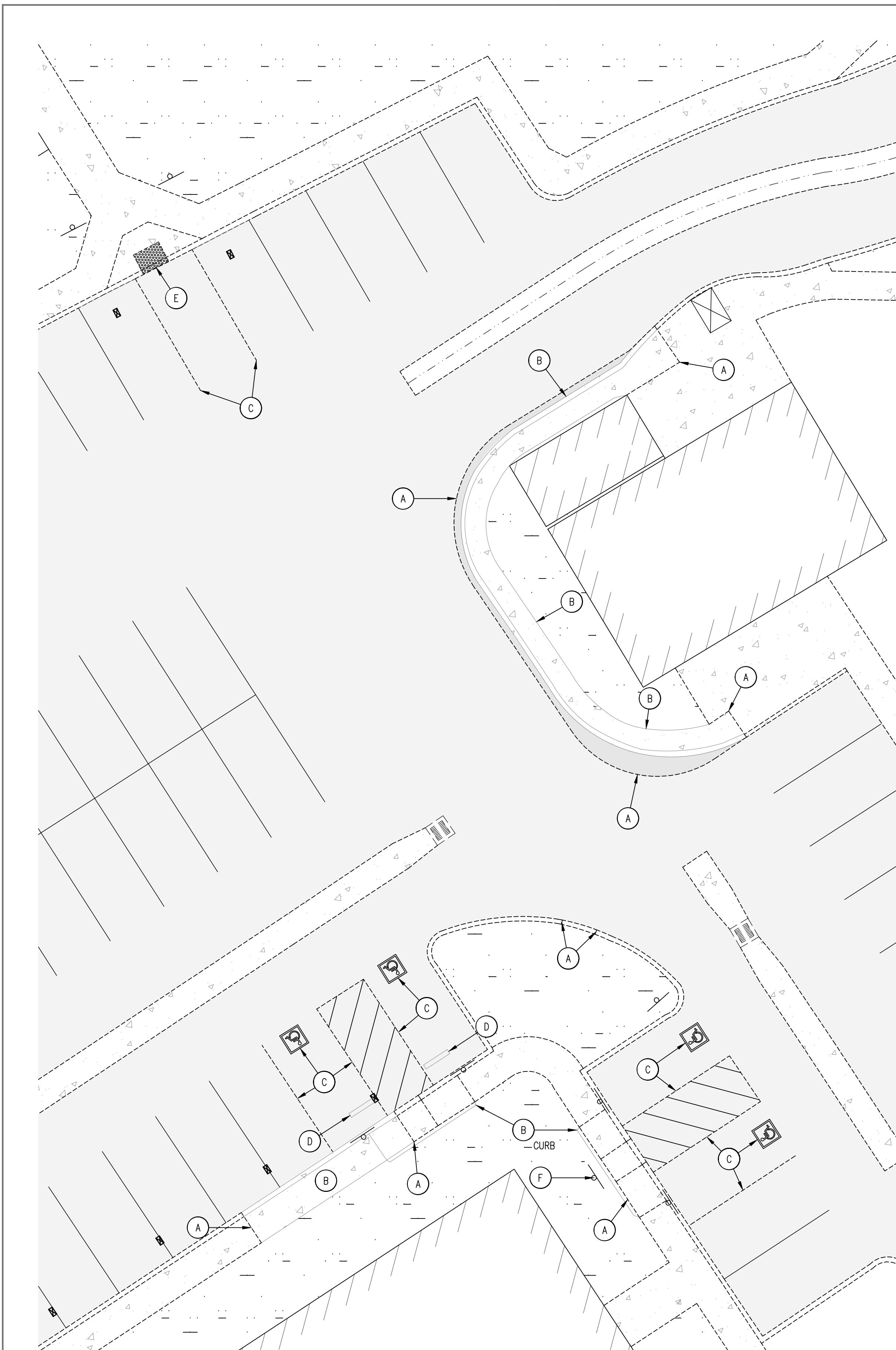
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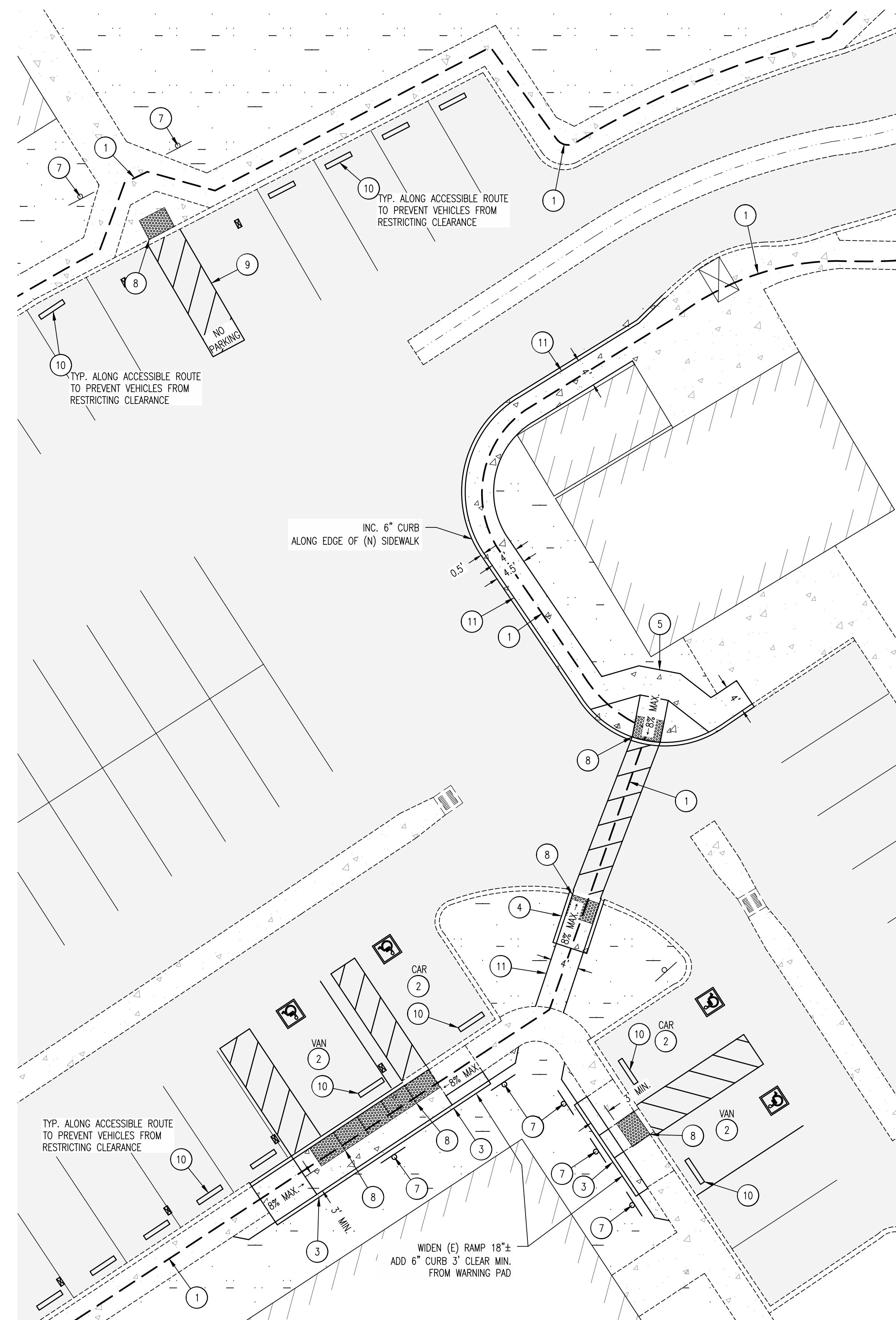
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0	12/20/2024	ISSUED FOR BIDDING
DATE ISSUED 12/20/24		
SHEET NUMBER C2.2		
JOB NUMBER 19.209		



DEMOLITION PLAN

SCALE: 1" = 10'

E
C2.3



SITE PLAN

SCALE: 1" = 10'

E
C2.3

DEMOLITION NOTES

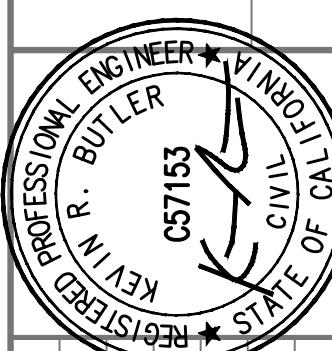
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PARTIAL SITE PLAN



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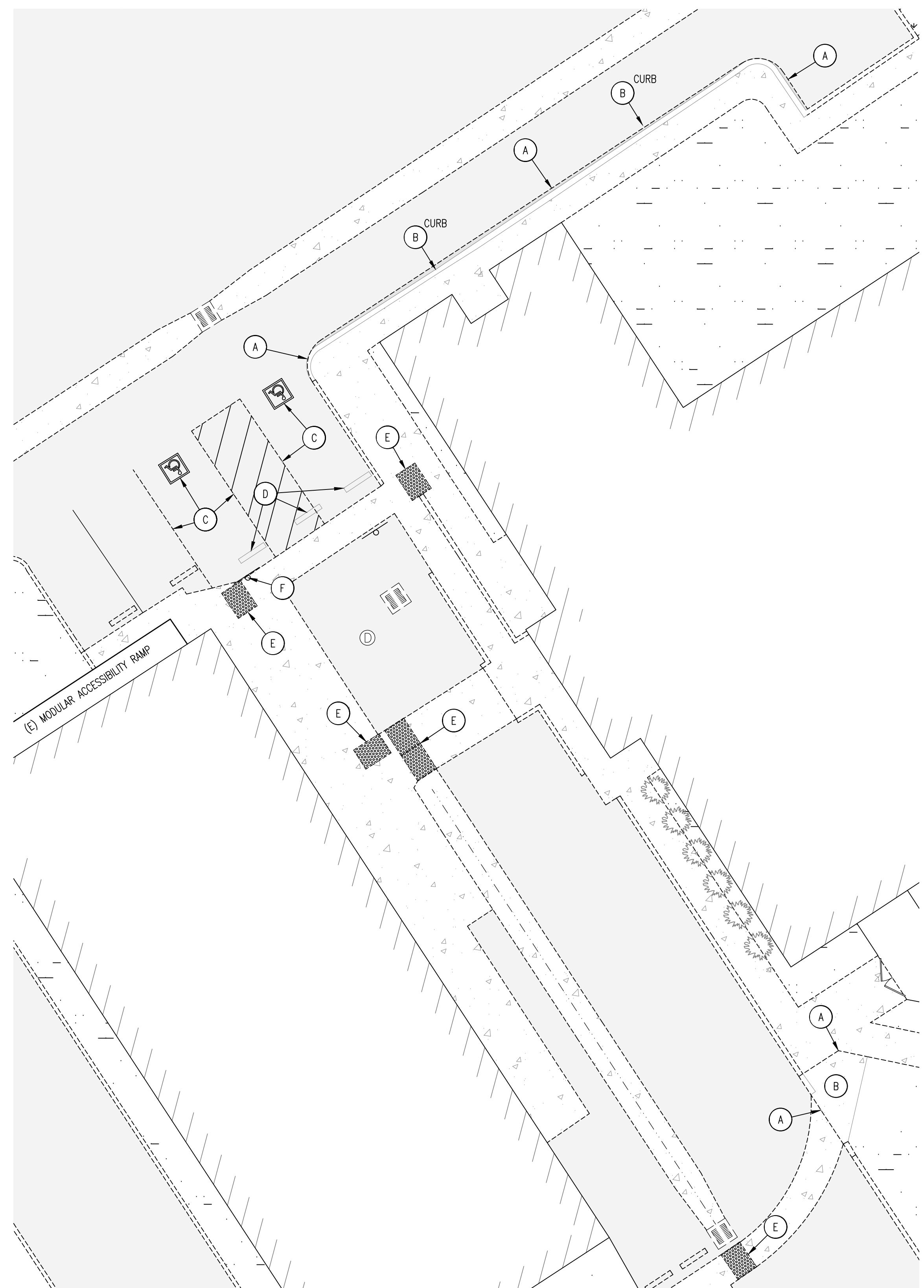
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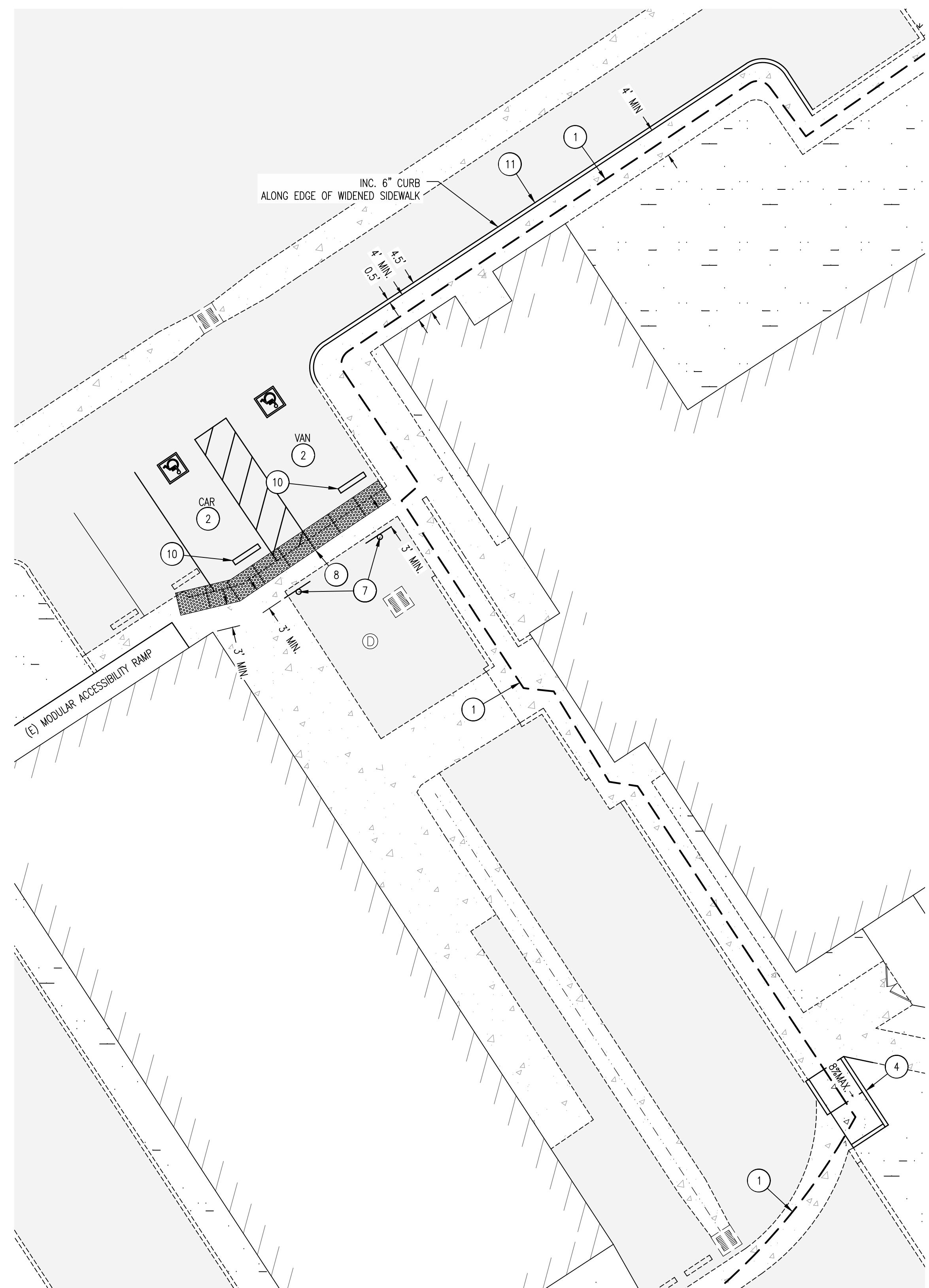
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DEMOLITION PLAN
SCALE: 1" = 10'
F
C2.4



SITE PLAN
SCALE: 1" = 10'
F
C2.4

DEMOLITION NOTES

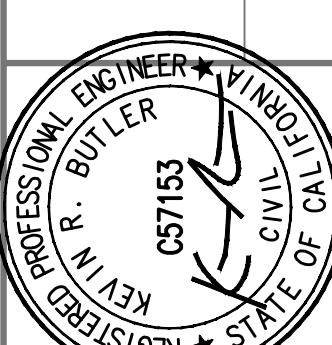
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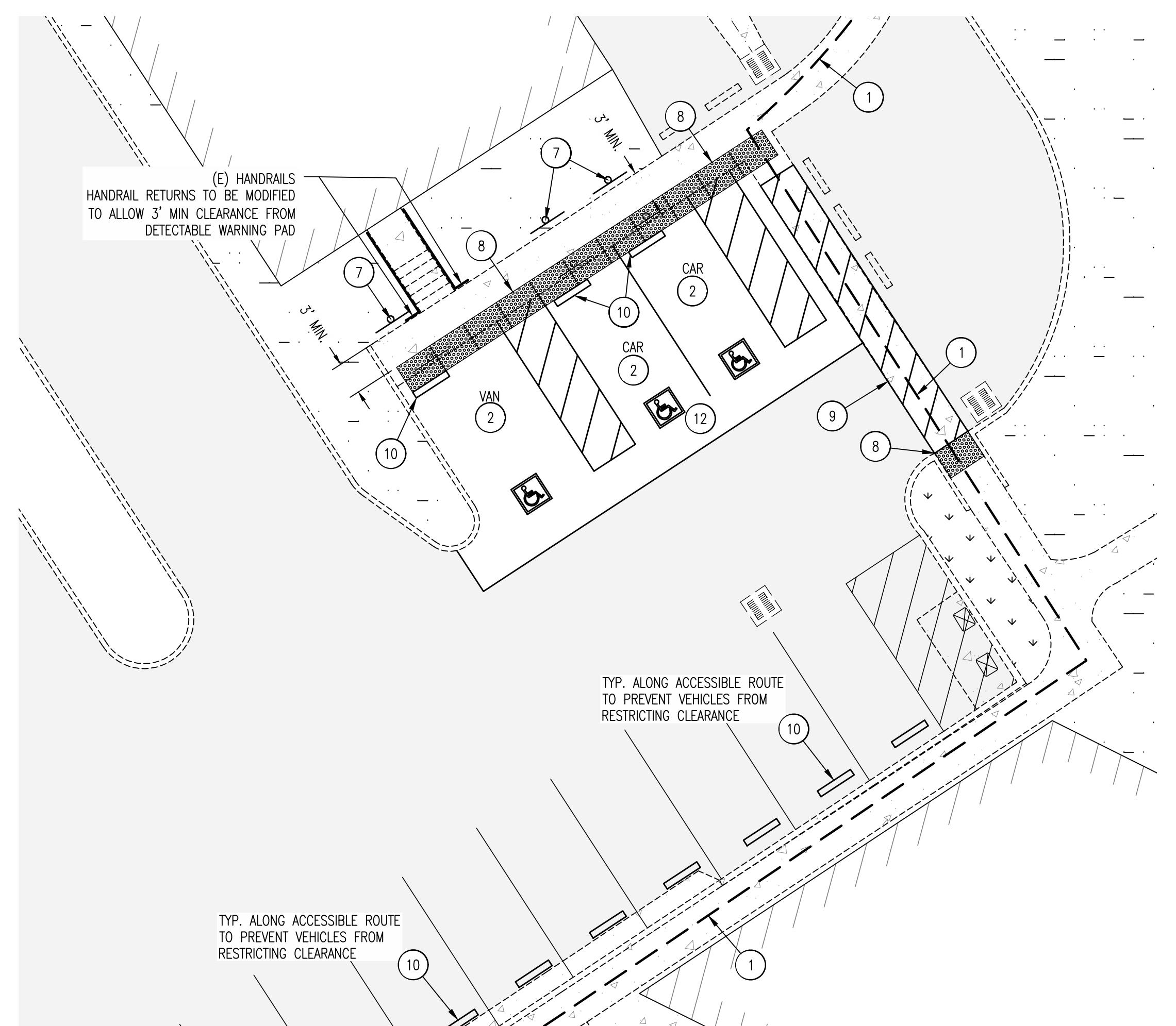
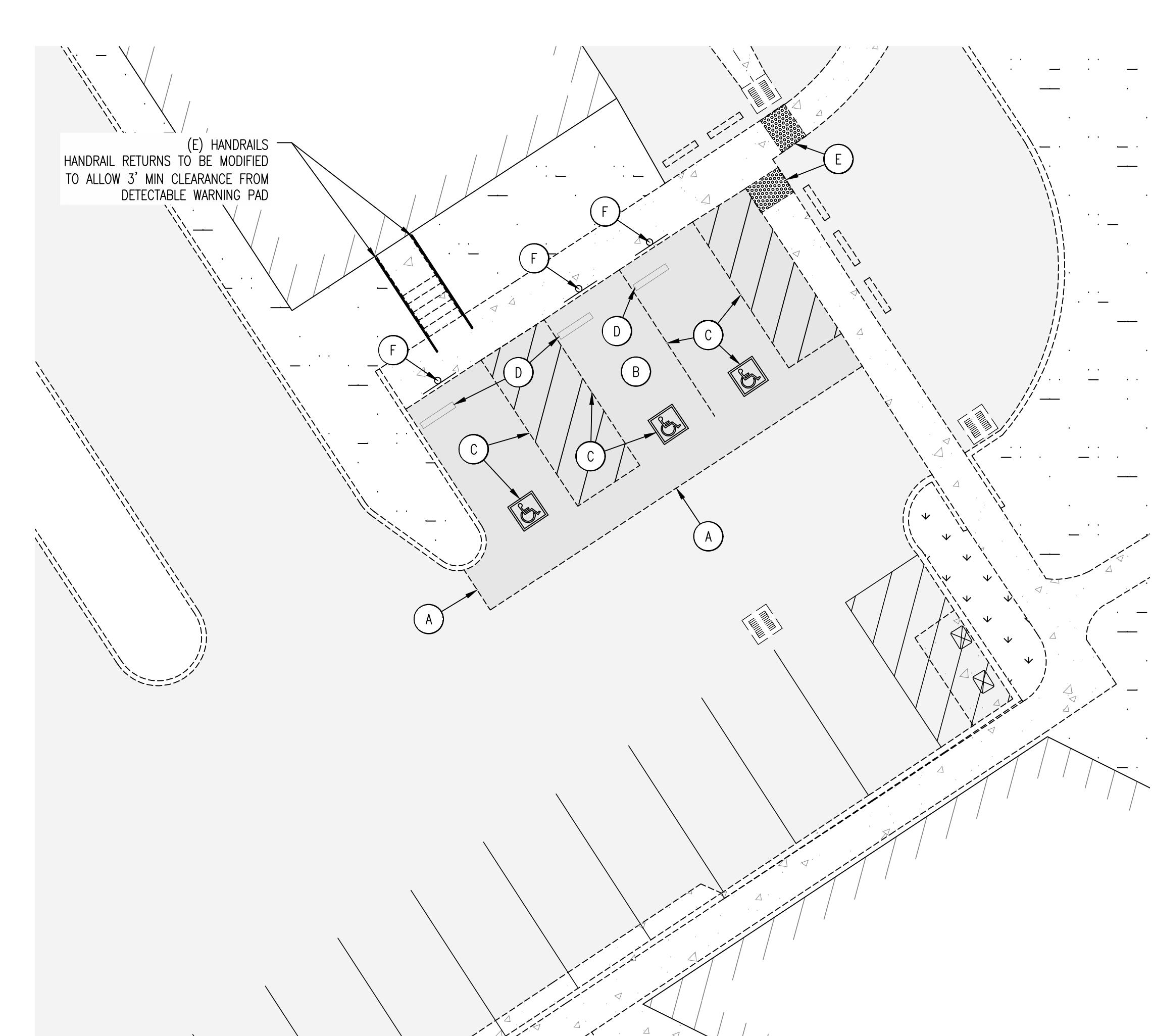
PARTIAL SITE PLAN



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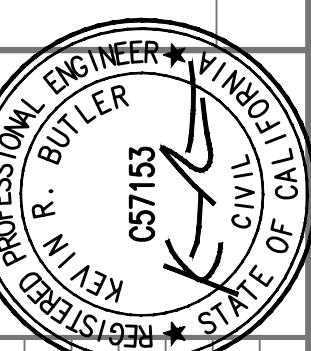
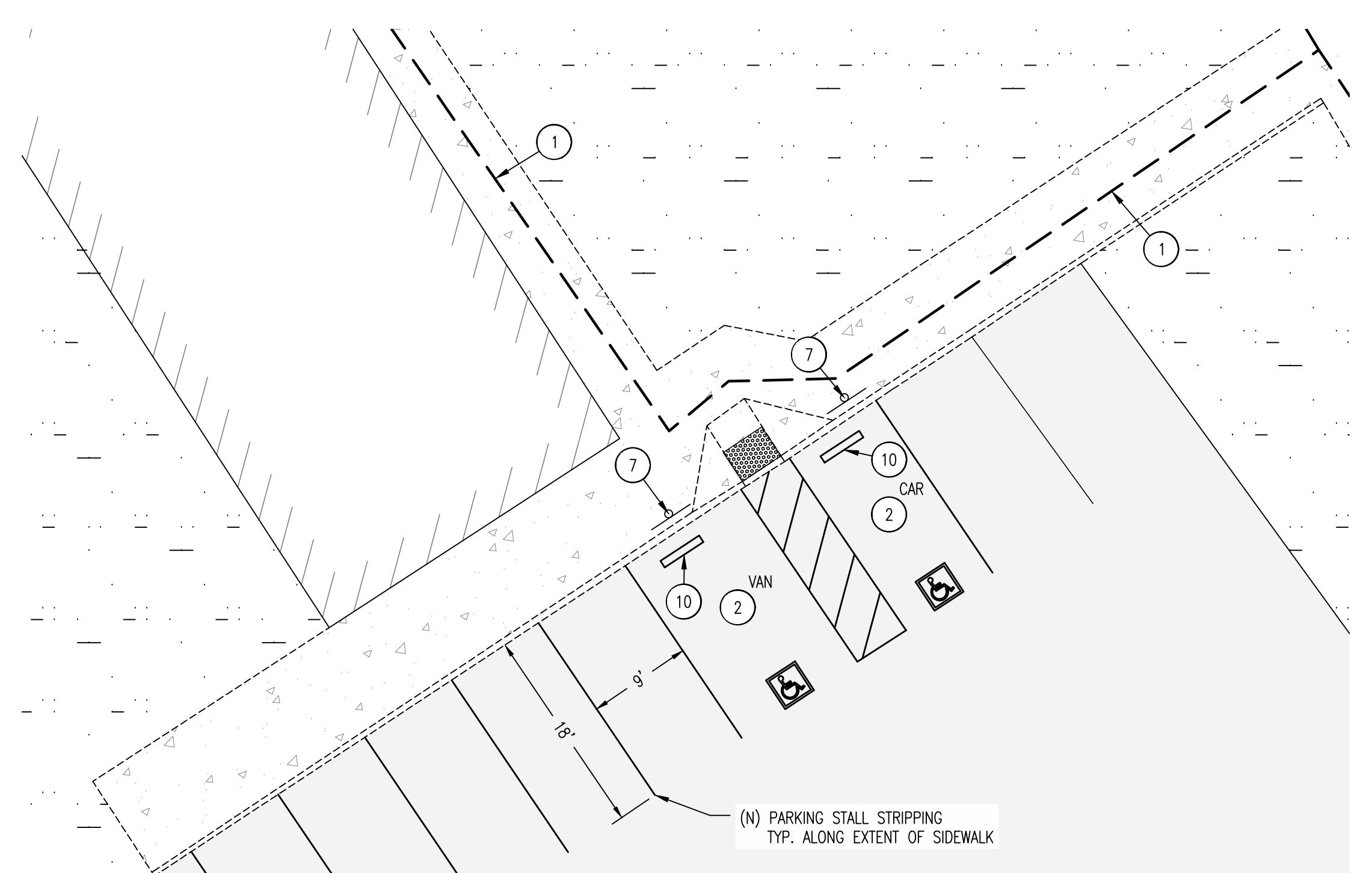
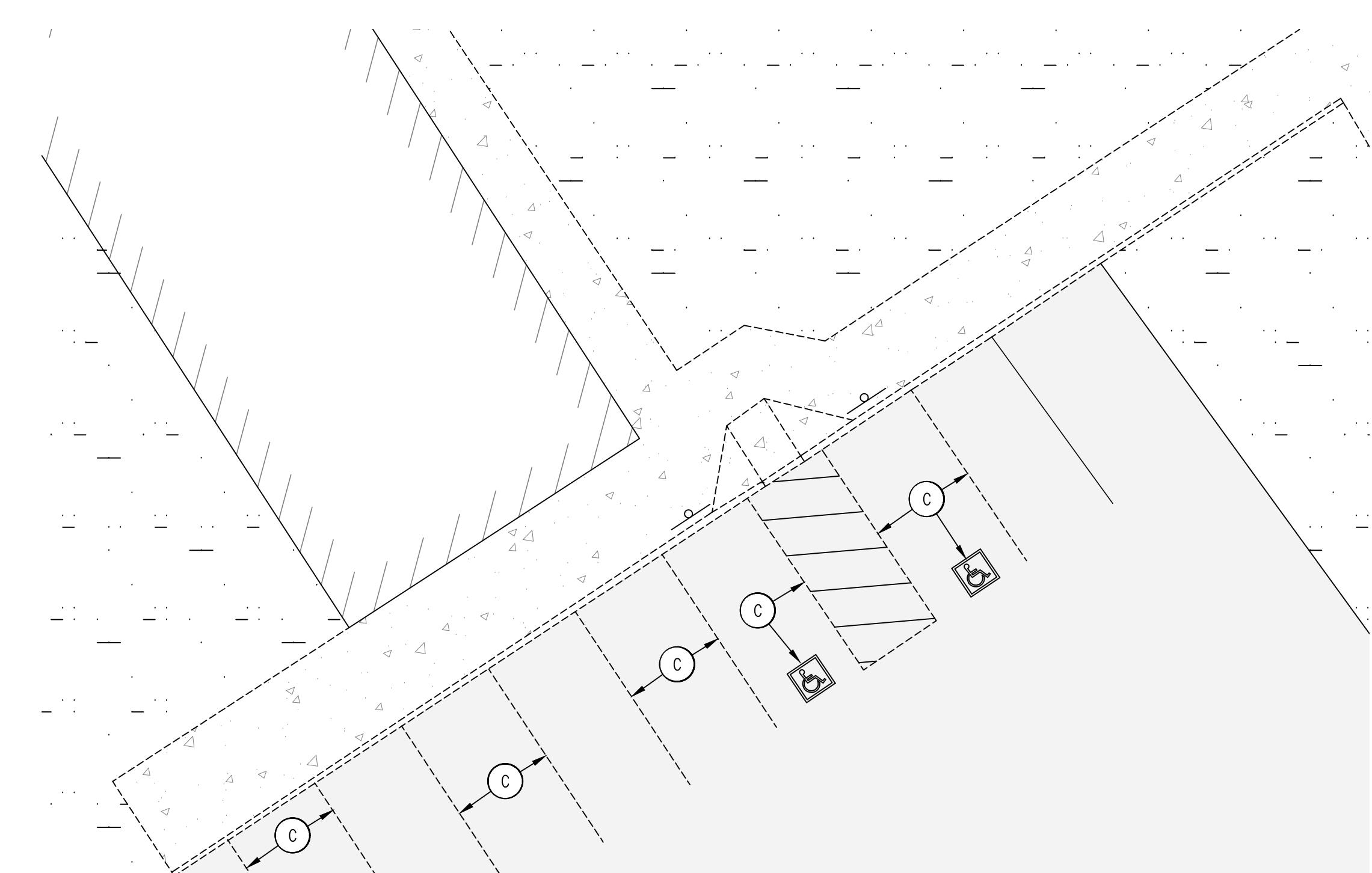


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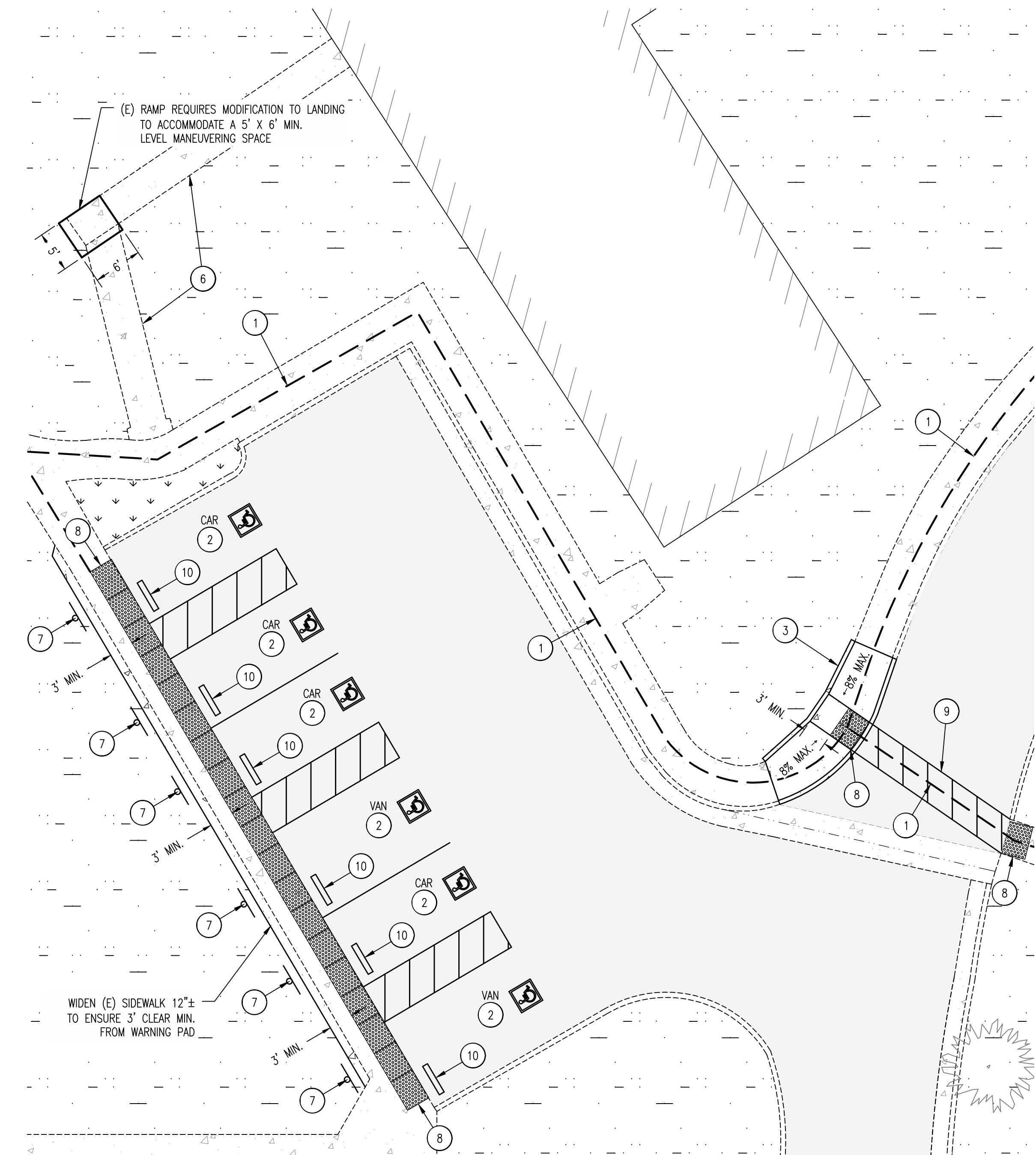




DEMOLITION PLAN

SCALE: 1" = 10'

J
C2.6



SITE PLAN

SCALE: 1" = 10'

J
C2.6

DEMOLITION NOTES

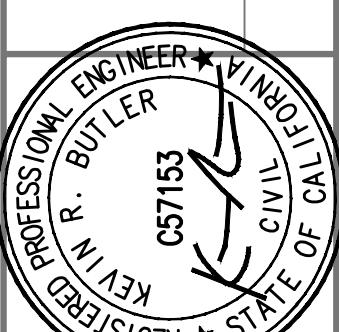
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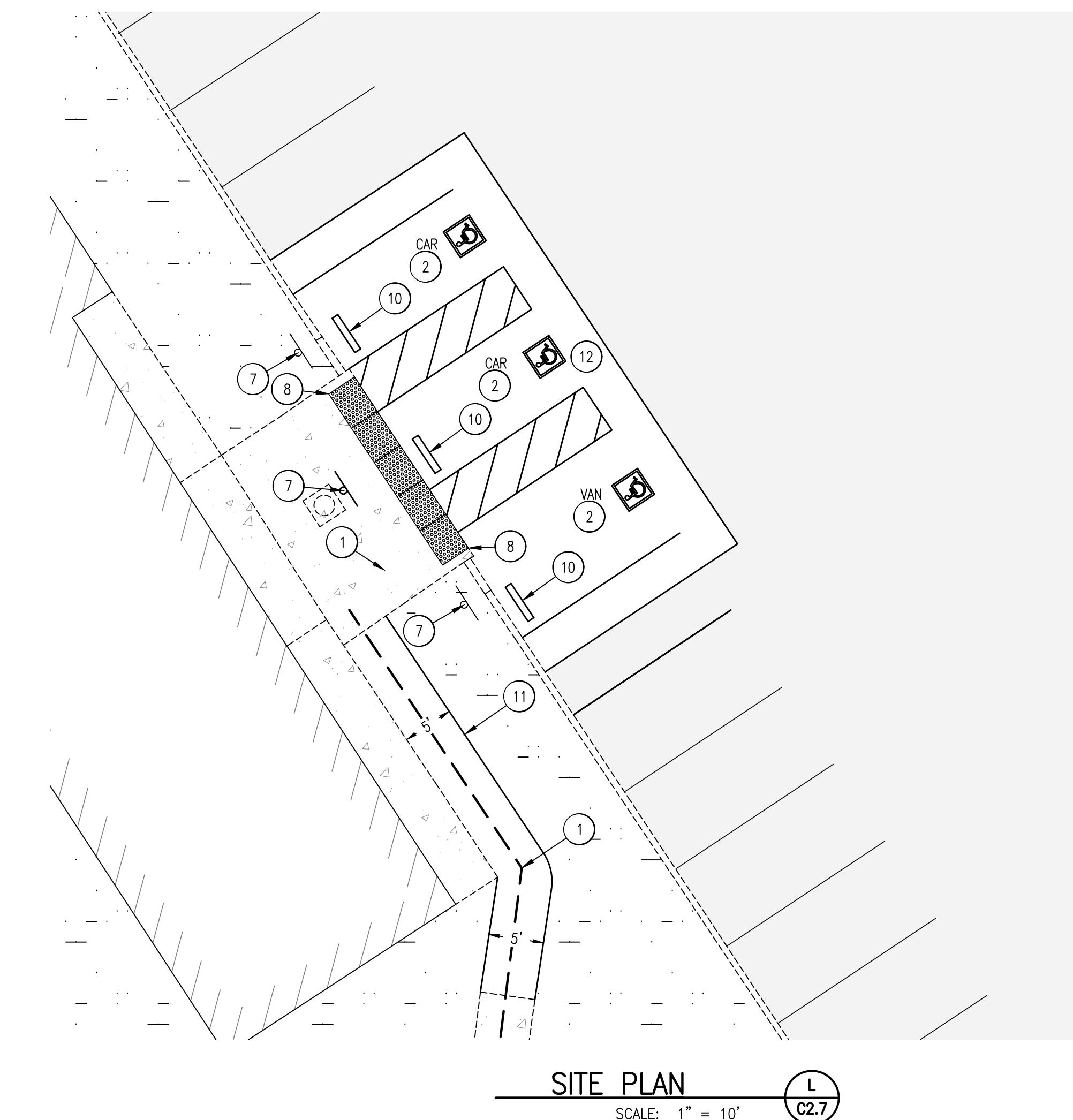
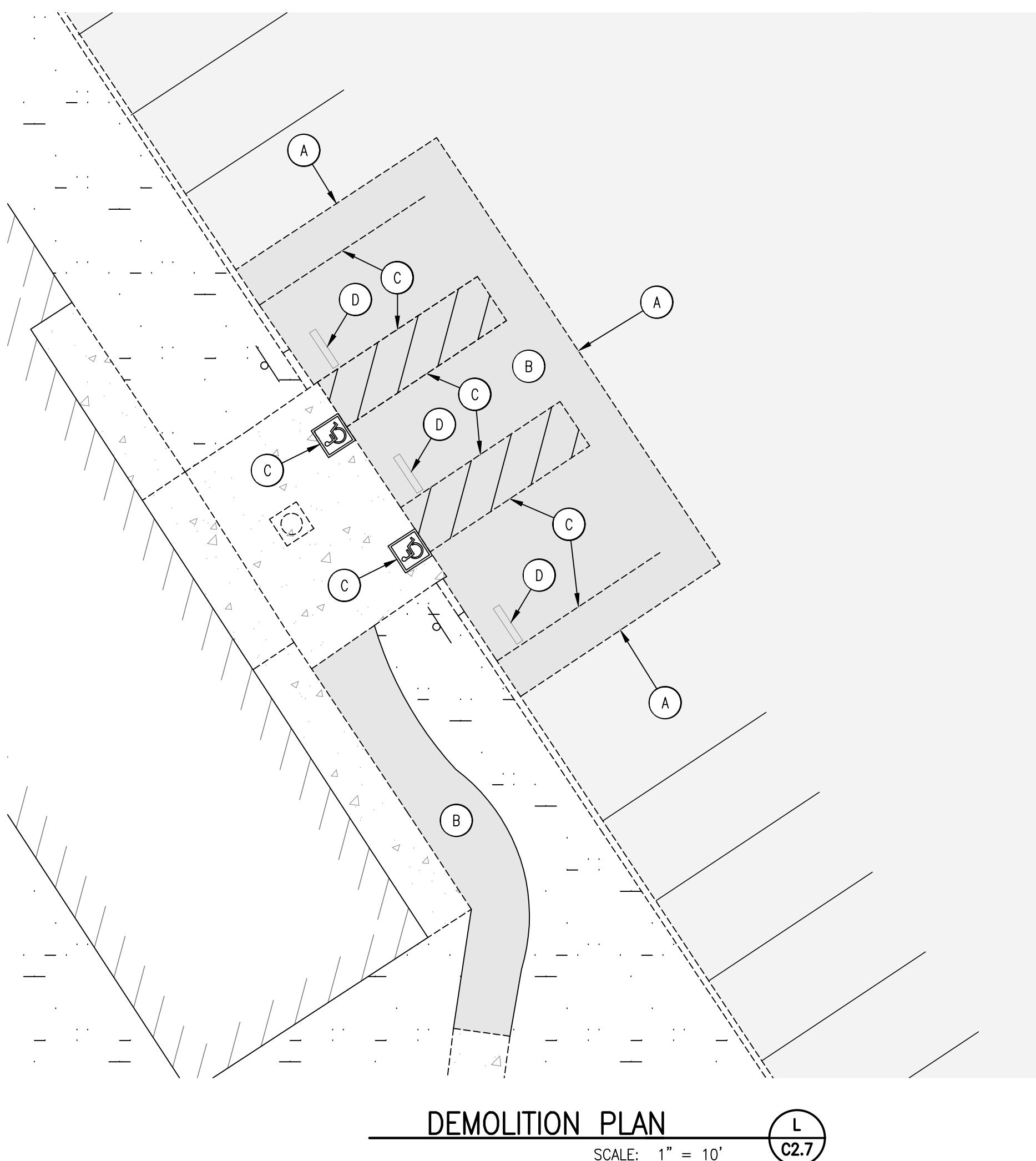
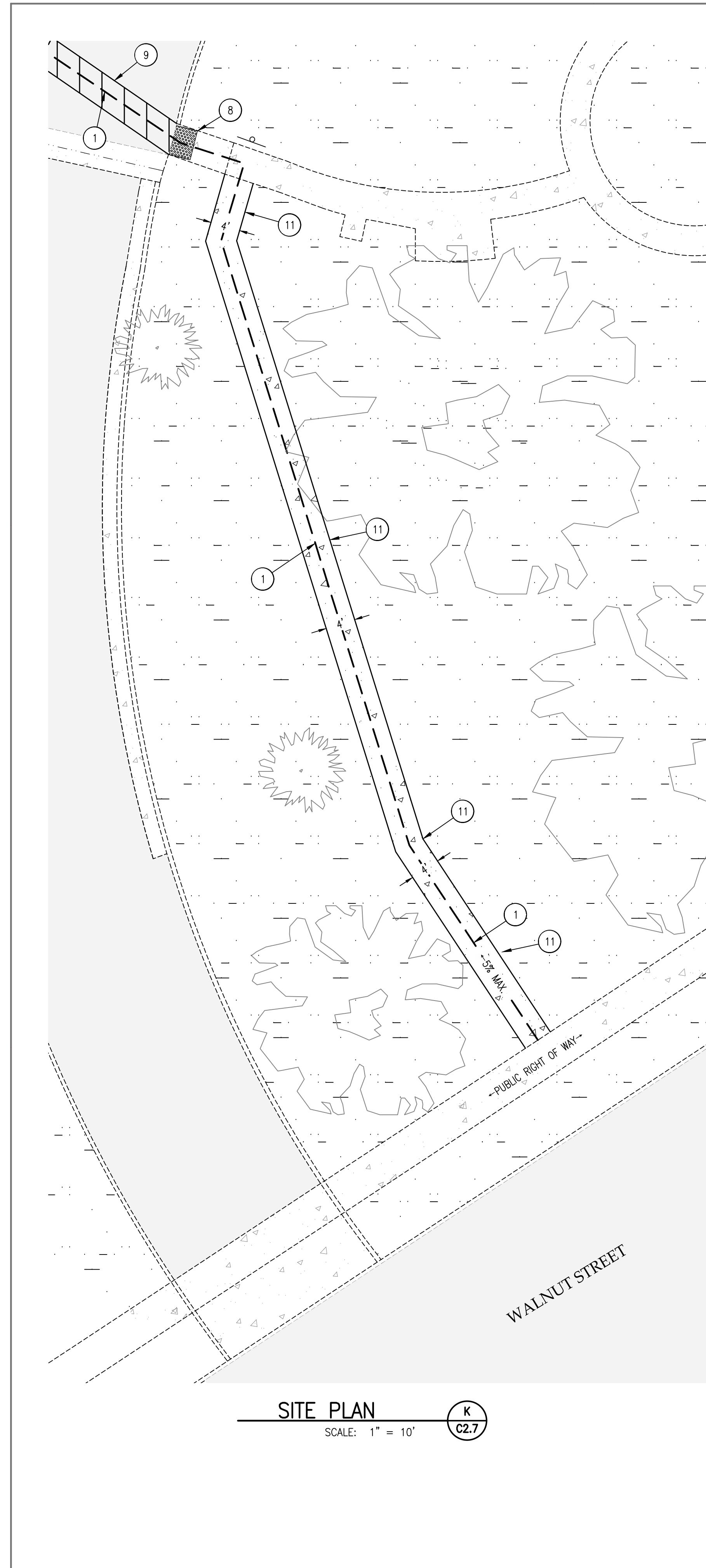
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DEMOLITION NOTES

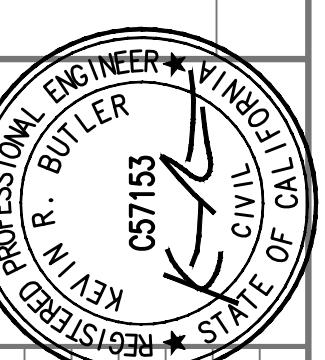
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- (5) ACCESSIBLE CURB RAMP PER STD. DETAILS (C C10.1)
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PARTIAL SITE PLAN

REVISIONS

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ACCESSIBILITY NOTES (SITE)
(STANDARD SET REV. 02/27/24)

A. FLOOR OR GROUND SURFACES (302):

1. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, and slip-resistant.
2. Openings in floor or ground surfaces shall not allow passage of a sphere more than 1/2" diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.

B. CHANGES IN LEVEL (303):

1. Changes in level of 1/4" high maximum shall be permitted to be vertical and without edge treatment.
2. Changes in level between 1/4" high minimum and 1/2" high maximum shall be beveled with a slope not steeper than 1 unit vertical to 2 units horizontal.
3. Changes in level greater than 1/2" high shall be ramped.
4. Abrupt changes in level exceeding 4" in a vertical dimension between walks, sidewalks or other pedestrian ways and adjacent surfaces or features shall be identified by warning curbs at least 6" in height above the walk or sidewalk surface.

Exceptions:

- a. A warning curb is not required between a walk or sidewalk and an adjacent street or driveway.
- b. A warning curb is not required when a guard or handrail is provided with a guide rail centered 2" minimum and 4" maximum above the surface of the walk or sidewalk.

C. CLEAR FLOOR OR GROUND SPACE (305):

1. Floor or ground surfaces of a clear floor or ground space shall comply with FLOOR OR GROUND SURFACES section. Changes in level are not permitted.
- Exception: Slopes not steeper than 1:48 shall be permitted.
2. The clear floor or ground space shall be 30" minimum by 48" minimum.
3. Unless otherwise specified, clear floor space shall be permitted to include knee and toe clearance complying with KNEE AND TOE CLEARANCE section.
4. Unless otherwise specified, clear floor or ground space shall be positioned for either forward or parallel approach to an element.
5. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space.
6. Where a clear floor or ground space is located in an alcove or otherwise confined on all or part of three sides, additional maneuvering clearance shall be provided in accordance with the following:
 - Forward approach: Alcoves shall be 36" wide minimum where depth exceeds 24".
 - Parallel approach: Alcoves shall be 60" wide minimum where the depth exceeds 15".

D. KNEE AND TOE CLEARANCE (306):

1. Knee and toe clearance shall be provided where space beneath an element is included as part of clear floor or ground space or turning space. Additional space shall not be prohibited beneath an element but shall not be considered as part of the clear floor or ground space or turning space.
2. Toe clearance:
 - a. Space under an element between the finish floor or ground and 9" above the finish floor or ground shall be considered toe clearance.
 - b. Toe clearance shall extend 25" maximum under an element.
- Exception: Toe clearance shall extend 19" maximum under lavatories required to be accessible.
- c. Where toe clearance is required at an element as part of a clear floor space, the toe clearance shall extend 17" minimum under the element.
- Exception: The toe clearance shall extend 19" minimum under sinks and built-in dining and work surfaces required to be accessible.
- d. Space extending greater than 6" beyond the available knee clearance at 9" above the finish floor or ground shall not be considered toe clearance.
- e. Toe clearance shall be 30" wide minimum.

3. Knee clearance:

- a. Space under an element between 9" and 27" above the finish floor or ground shall be considered knee clearance.
- Exception: At lavatories required to be accessible, space between 9" and 29" above the finish floor or ground, shall be considered knee clearance.
- b. Knee clearance shall extend 25" maximum under an element at 9" above the finish floor or ground.
- c. Where knee clearance is required under an element as part of a clear floor space, the knee clearance shall be 11" deep minimum at 9" above the finish floor or ground, and 8" deep minimum at 27" above the finish floor or ground.
- Exceptions:
 - i. At lavatories required to be accessible, the knee clearance shall be 27" high minimum above the finish floor or ground at a depth of 8" minimum increasing to 29" high minimum above the finish floor or ground at the front edge of a counter with a built-in lavatory or at the front edge of a wall-mounted lavatory fixture.
 - ii. At dining and work surfaces required to be accessible, knee clearance shall extend 19" deep minimum at 27" above the finish floor or ground.
 - iii. Between 9" and 27" above the finish floor or ground, the knee clearance shall be permitted to reduce of a rate of 1" in depth for each 6" in height.
- Exception: The knee clearance shall not be reduced at built-in dining and work surfaces required to be accessible.
- e. Knee clearance shall be 30" wide minimum.

E. PROTRUDING OBJECTS (307):

1. Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground may protrude 4 inches maximum horizontally into the circulation path.
- Exception: Handrails shall be permitted to protrude 4 1/2 inches maximum.

2. Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 inches maximum when located 27 inches minimum and 80" maximum above the finish floor or ground. Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 27 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.

Exception: The sloping portions of handrails serving stairs and ramps shall not be required to comply with this item.

3. Where signs or other objects are mounted on posts or pylons, and their bottom edges are less than 80 inches above the floor or ground surface, the edges of such signs and objects shall be rounded or eased and the corners shall have a minimum radius of 1/8 inch.

4. Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.

Exception: Door closers and door stops shall be permitted to be 78 inches minimum above the finish floor or ground.

5. Where a guy support is used within a circulation path or within 24 inches outside a circulation path, a vertical guy brace, sidewalk guy or similar device shall be used to prevent a hazard or an overhead obstruction.

6. Protruding objects shall not reduce the clear width required for accessible routes.

F. REACH RANGES (308):

1. Forward Reach:

- a. Where a forward reach is unobstructed, the high forward reach shall be 48" maximum and the low forward reach shall be 15" minimum above the finish floor or ground.
- b. Where a high forward reach is over an obstruction, the clear floor space shall extend beneath the element for a distance not less than the required reach depth over the obstruction.

The high forward reach shall be 48" maximum where the reach depth is 20" maximum. Where the reach depth exceeds 20", the high forward reach shall be 44 inches maximum and the reach depth shall be 25" maximum.

2. Side Reach:

- a. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48" maximum and the low side reach shall be 15" minimum above the finish floor or ground.

Exception: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10" maximum.

- b. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34" maximum and the depth of the obstruction shall be 24" maximum. The high side reach shall be 48" maximum for a reach depth of 10" maximum. Where the reach depth exceeds 10", the high side reach shall be 46" maximum for a reach depth of 24" maximum.

G. OPERABLE PARTS (309):

1. A clear floor or ground space complying with CLEAR FLOOR OR GROUND SPACE section shall be provided.
2. Operable parts shall be placed within one or more of the reach ranges specified REACH RANGES section.
3. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds maximum.

I. ACCESSIBLE ROUTES:

1. Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding flared sides, elevators and platform lifts.

2. The cross-slope of walking surfaces shall not exceed 1:48.

J. SIGNS:

1. At every primary public entrance and at every major junction along or leading to an accessible route, there shall be a sign displaying the international symbol of accessibility. Signs shall indicate the direction to accessible building entrances and facilities and shall comply with the requirements of the CBC.

L. PARKING:

1. Each lot where parking is provided for the public as clients, guests or employees shall provide accessible parking.
2. Accessible spaces required shall be as follows:

TOTAL SPACES MIN. ACCESSIBLE SPACES

1-25 1

26-50 2

51-75 3

76-100 4

101-150 5

151-200 6

201-300 7

301-400 8

401-500 9

501-1000 2%

1001 & OVER 20 + 1 for each 100, or fraction thereof, over 1000

a. Accessible spaces shall be located as near as practical to a primary entrance. They shall be outlined to provide a 9 foot min. parking area (12 foot min. for van) and an access aisle 5 foot wide min. Access aisles shall be permitted to be placed on either side of the parking space except for van parking spaces which shall have access aisles located on the passenger side of the parking spaces. The min. length of each accessible space shall be 18 feet.

b. One in every six or fraction of six accessible spaces, but not less than one, shall be 12 foot wide min. & shall be designated "Van Accessible".

c. Parking spaces, access aisles, and vehicular routes serving them shall provide a vertical clearance of 98" min.

d. In each parking area a bumper or curb shall be provided & located to prevent encroachment of cars over the required width of the walkways. Also, the space shall be so located that the wheelchair user is not required to go behind parked cars other than their own to access an adjoining accessible route.

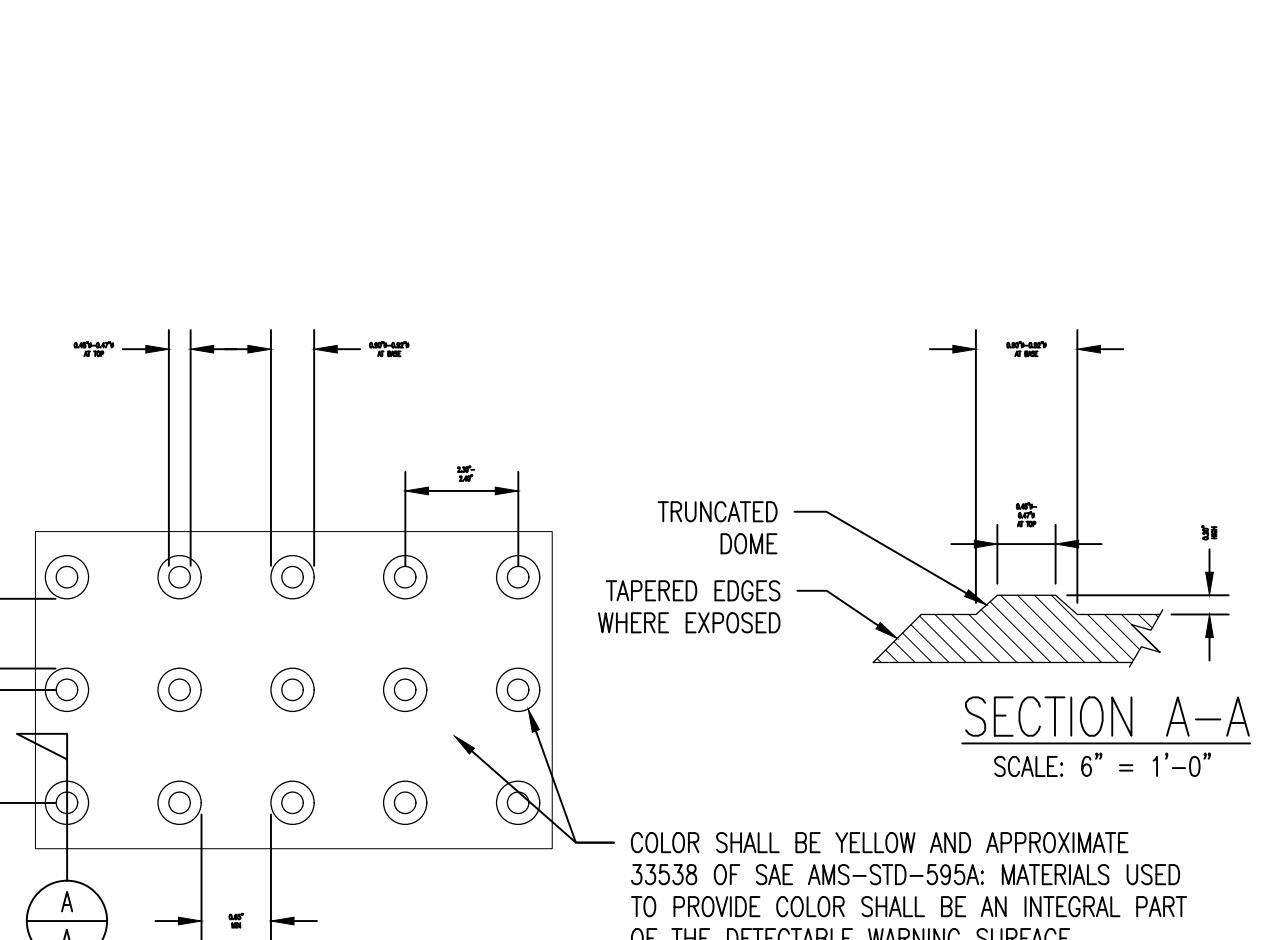
e. Surface slopes within the accessible parking space and adjacent access aisle may not exceed 2% in any direction. Design slope in any direction is 1.8%.

M. RAMPS:

1. Any accessible route shall be considered a ramp if its slope is greater than 1 unit vertical in 20 units horizontal (1:20). Ramp runs shall have a running slope not steeper than 1:12.
2. Cross slope of ramp runs shall not be steeper than 1:48.
3. Minimum clear width of ramps shall be 48", unless required to be wider by governing codes. Handrails may project into the required clear width of the ramp at each side 3 1/2" maximum at the handrail height.
4. The rise for any ramp run shall be 30" maximum.
5. Ramps shall have landings at the top and bottom of each ramp run. Changes in level, slopes exceeding 1:48, and detectable warnings shall not be permitted at landings. The landing clear width shall be as wide as the widest ramp run leading to the landing. Top landings shall be 60" wide, minimum. The landing clear length shall be 60" long, minimum. Bottom landings shall extend 72" minimum in the direction of ramp run. Ramps that change direction between runs at landings shall have a clear landing 60" minimum by 72" minimum in the direction of downward travel from the upper ramp run. Landings subject to wet conditions shall be designed to prevent the accumulation of water.

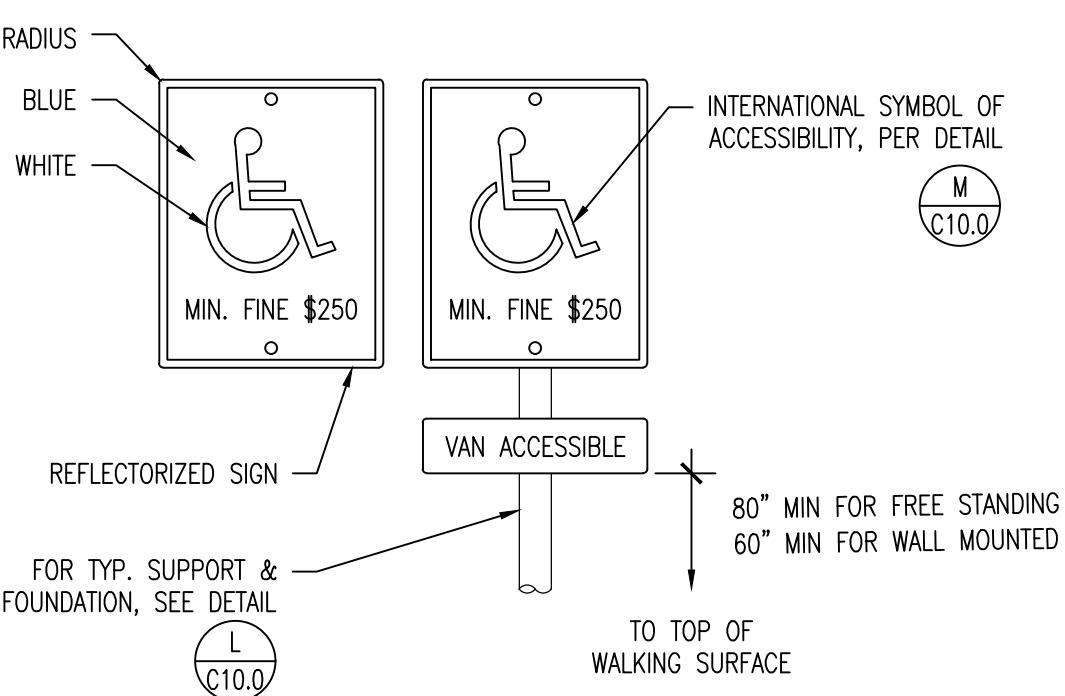
6. Ramp runs shall have handrails. At door landings, handrails are not required on ramp runs less than 6" in rise or 72" in length.

7. A curb or barrier shall provide edge protection on each side of ramp runs and at each side of landings. Edge protection is not required on the sides of ramp landings serving an adjoining ramp run or stairway. Edge protection is not required on the sides of ramp landings having a vertical drop-off of 1/2" maximum within 10' horizontally of the minimum required landing area.



TRUNCATED DOME DETECTABLE WARNINGS

SCALE: NTS C10.0

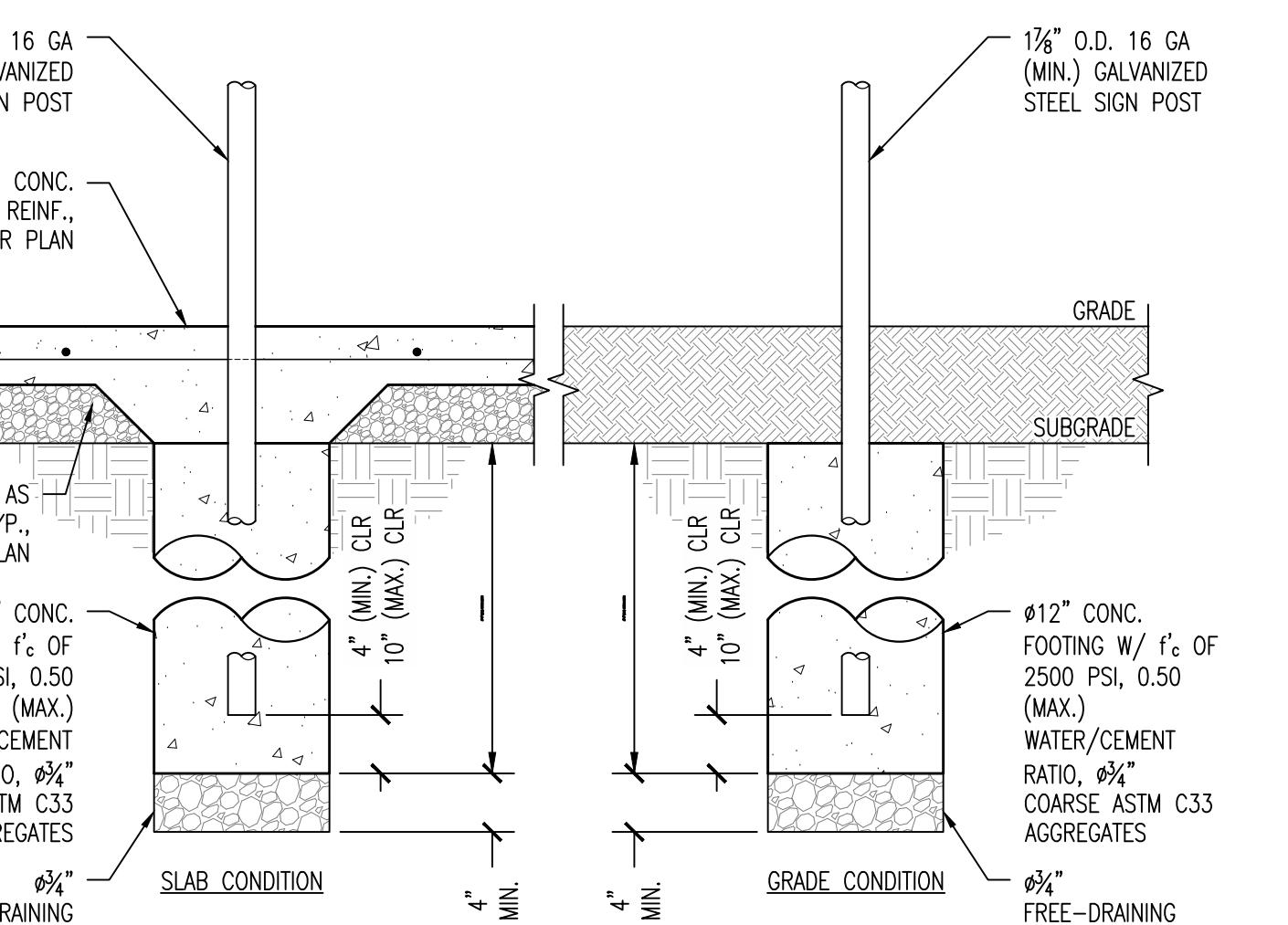


NOTES:

1. SIGN AT ACCESSIBLE PARKING SPACES SHALL INCLUDE "MINIMUM FINE \$250" BELOW THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AS EITHER AN ADDITIONAL SIGN OR ADDITIONAL LANGUAGE.
2. DESIGNATE FOR "VAN ACCESSIBLE" WHERE APPROPRIATE.
3. SIGN SHALL BE CENTERED AT THE INTERIOR END OF THE PARKING SPACE.
4. AREA OF SIGN SHALL BE 70 SQ INCHES MIN.

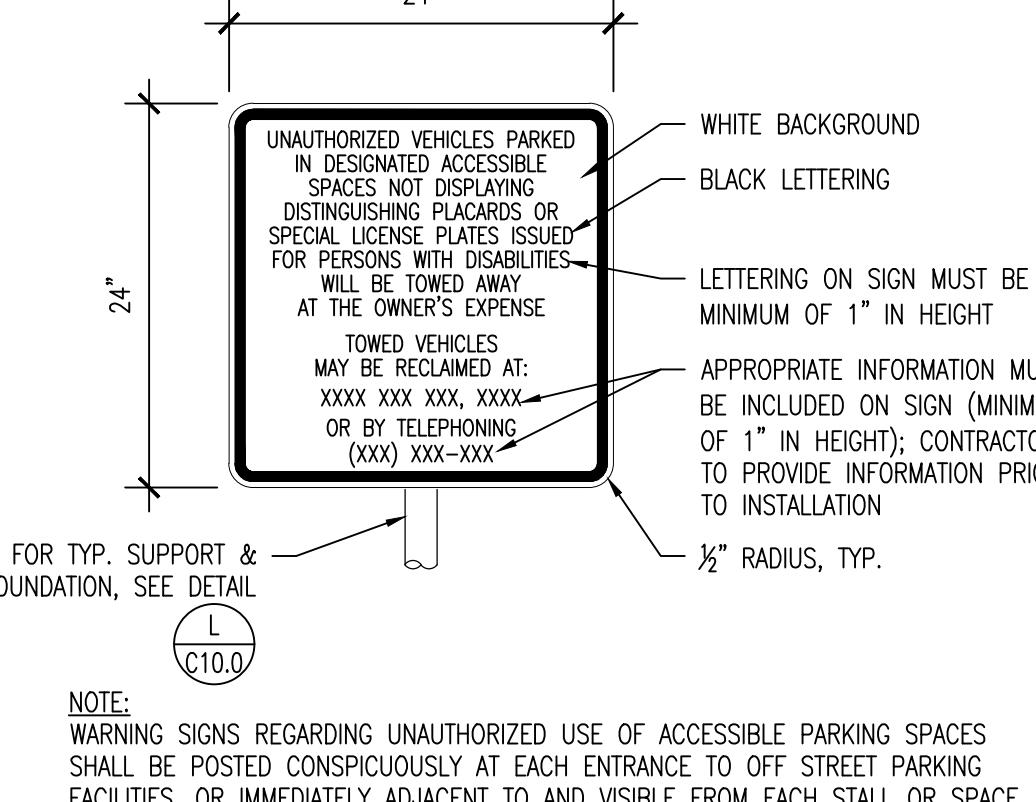
PARKING SPACE SIGN

SCALE: 1/2" = 1'-0" C10.0



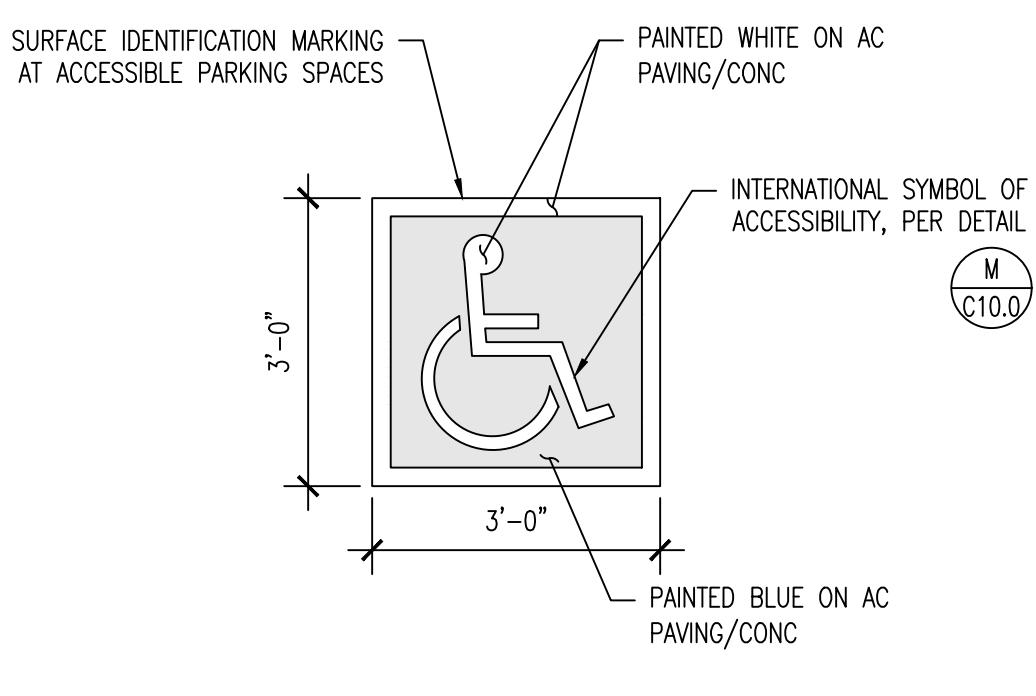
SIGN POST FOOTING

SCALE: 1" = 1'-0" C10.0



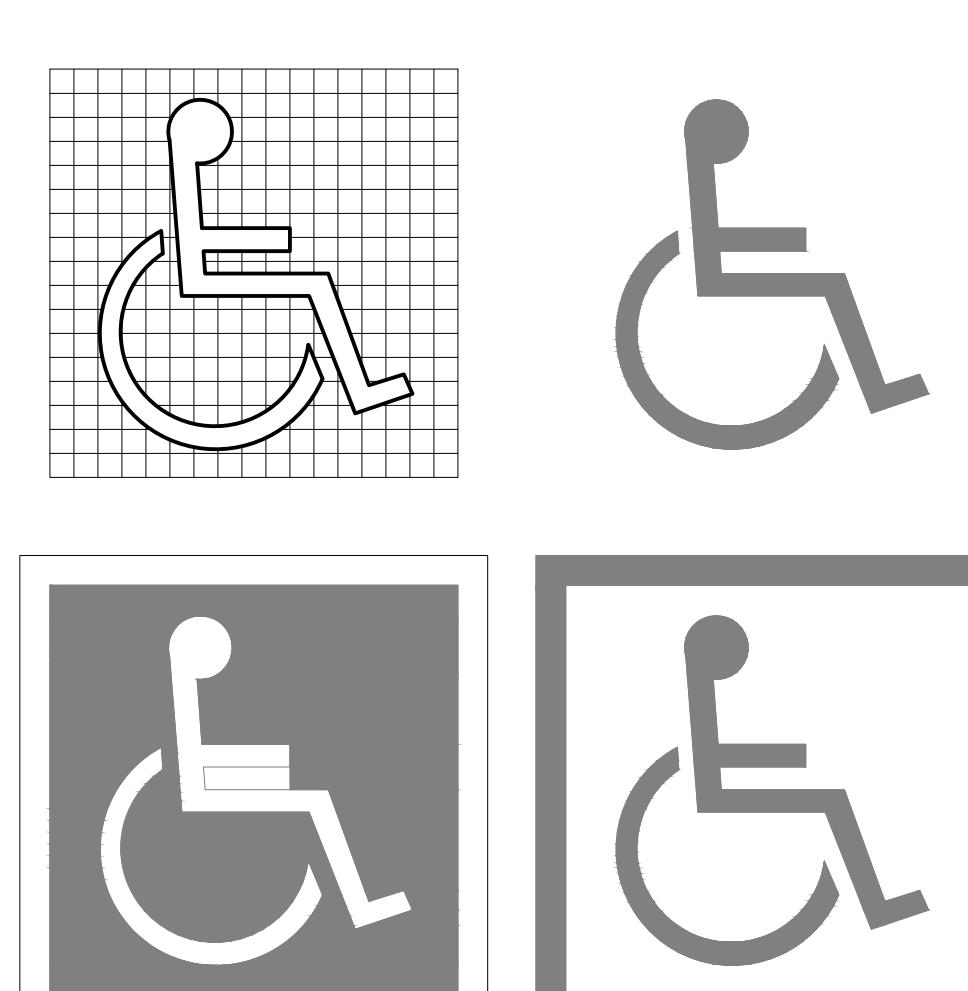
SITE ENTRANCE SIGN

SCALE: 1" = 1'-0" H C10.0



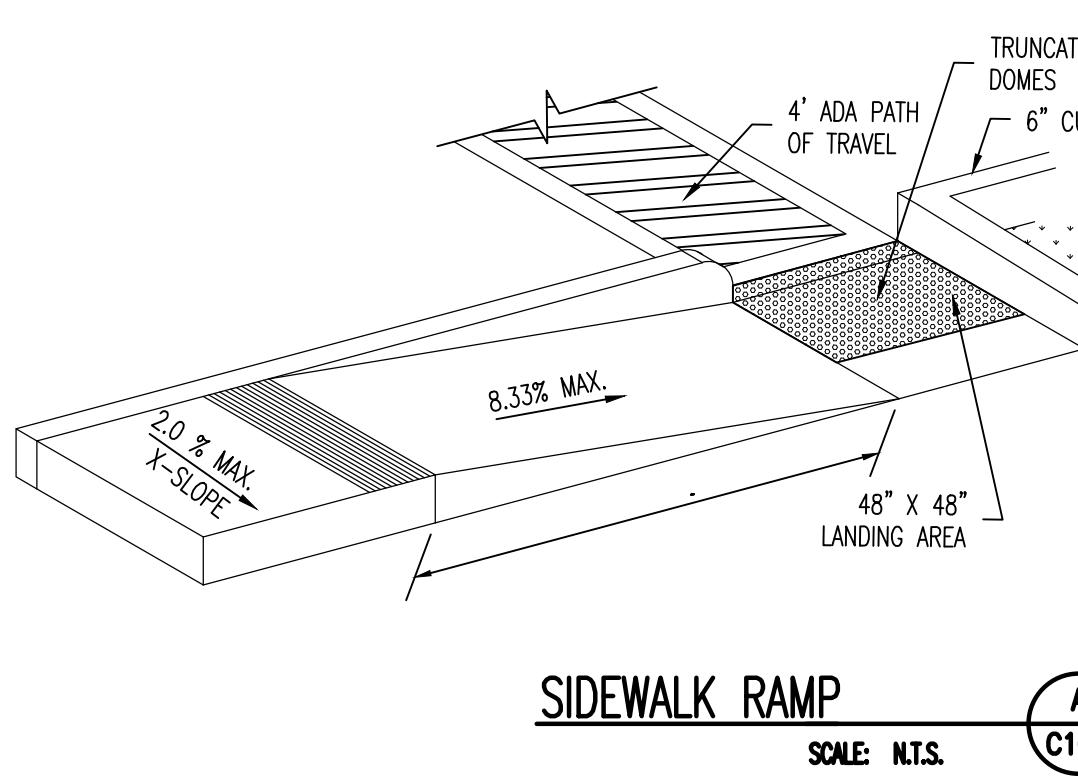
PARKING SPACE MARKING

SCALE: 1/2" = 1'-0" K C10.0



INTERNATIONAL SYMBOL OF ACCESSIBILITY

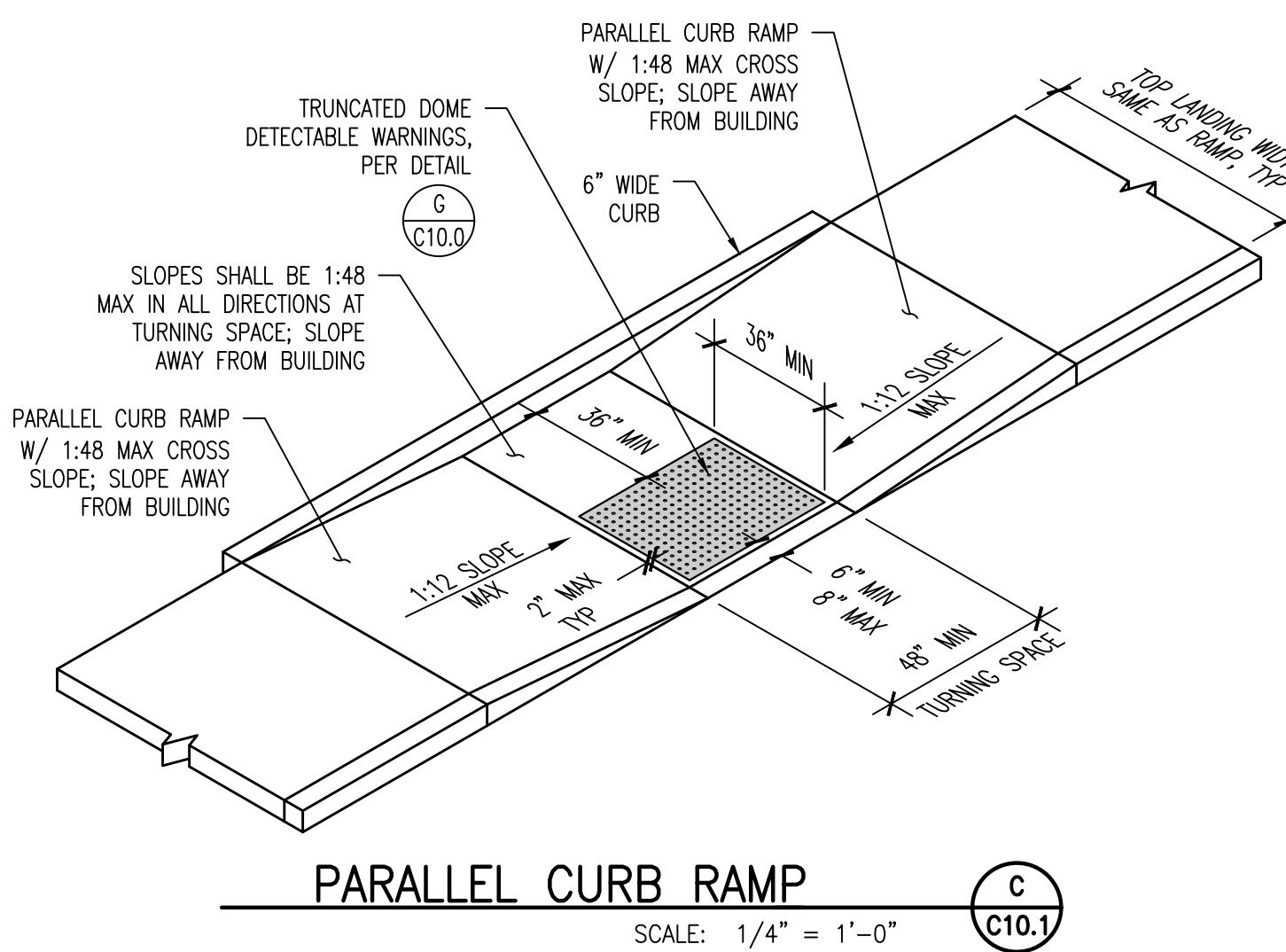
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SIDEWALK R

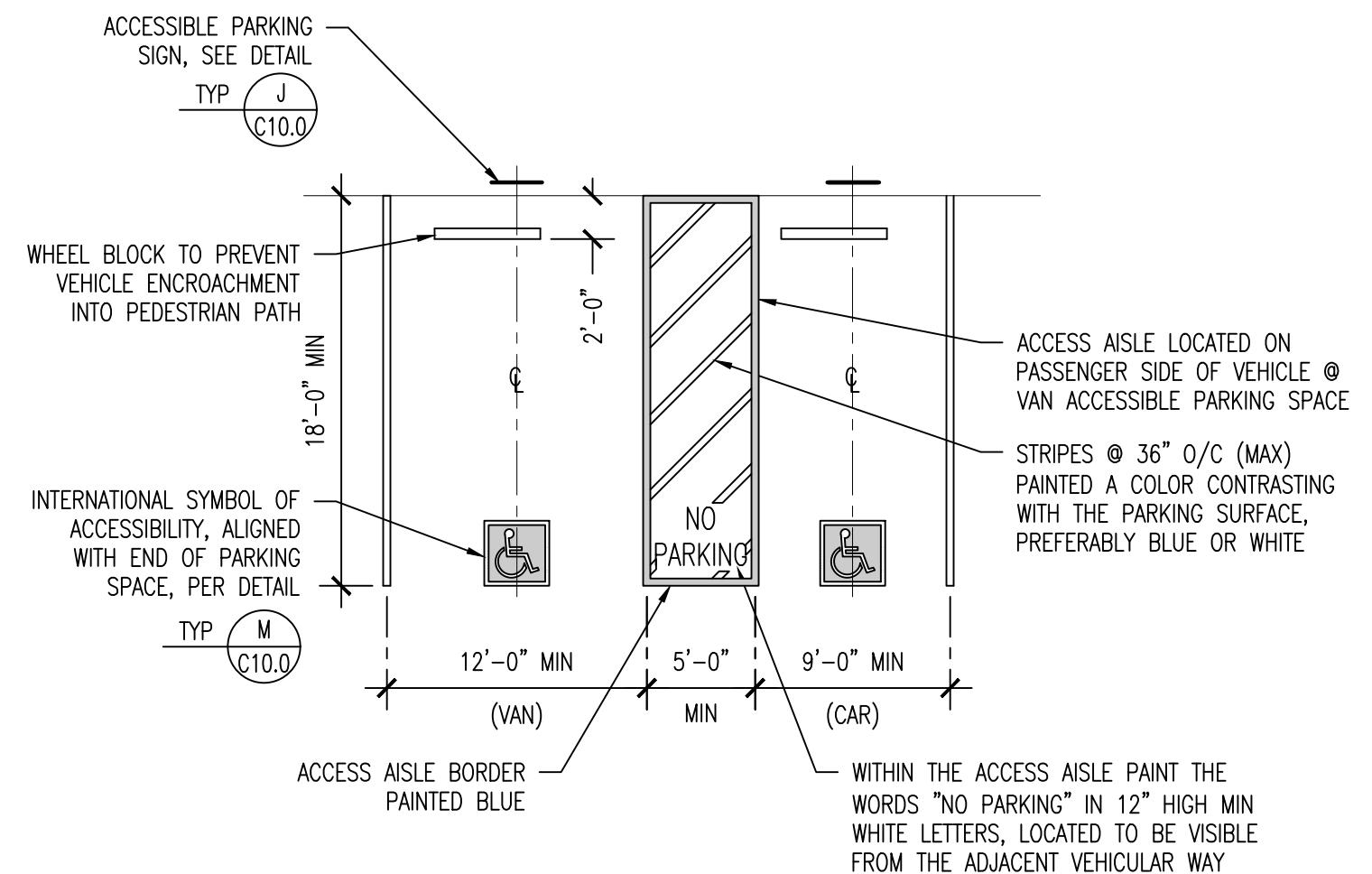
SCAL

E: N.T.S.



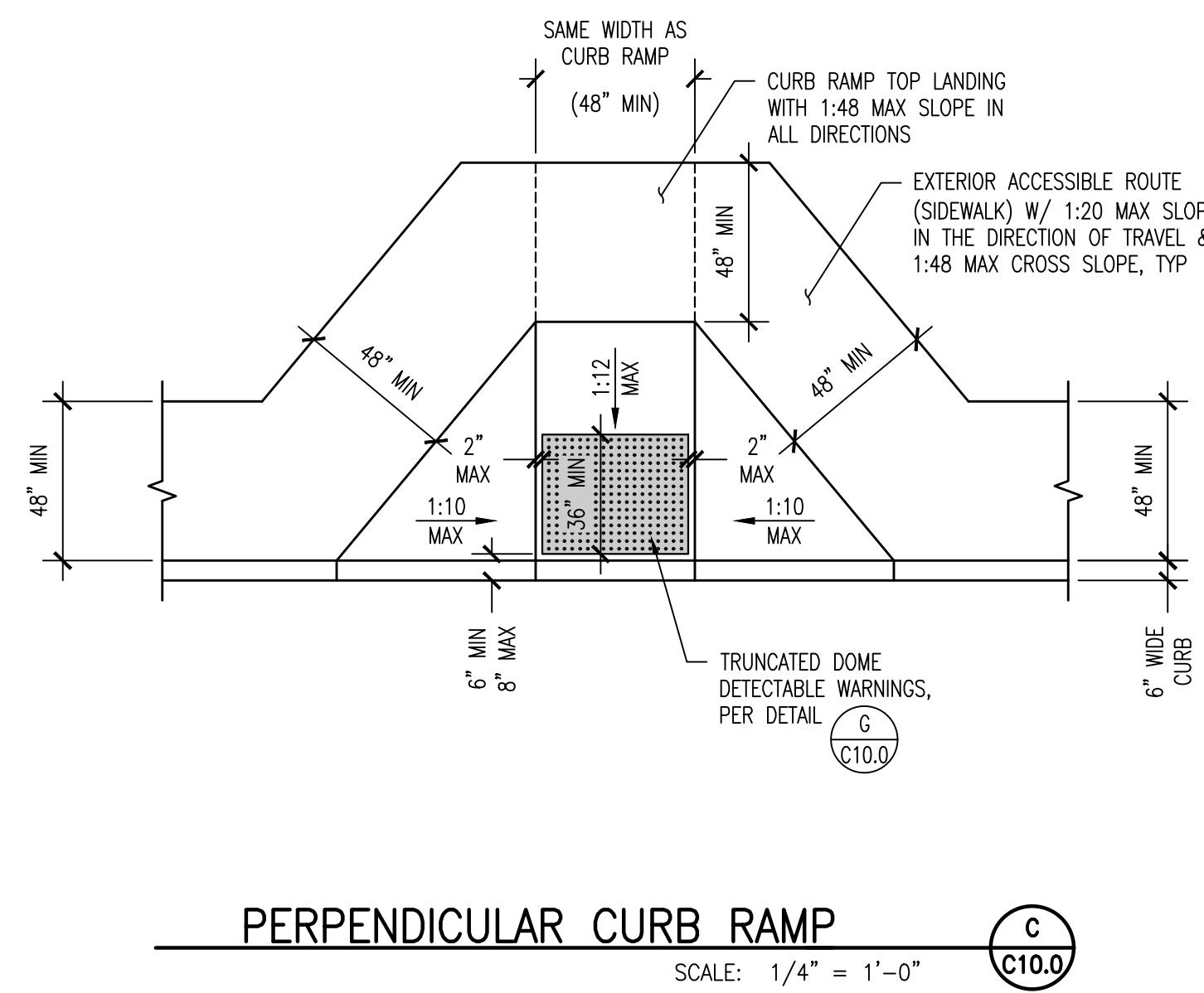
PARALLEL CURB RAMPS

SCALE: 1/4" = 1



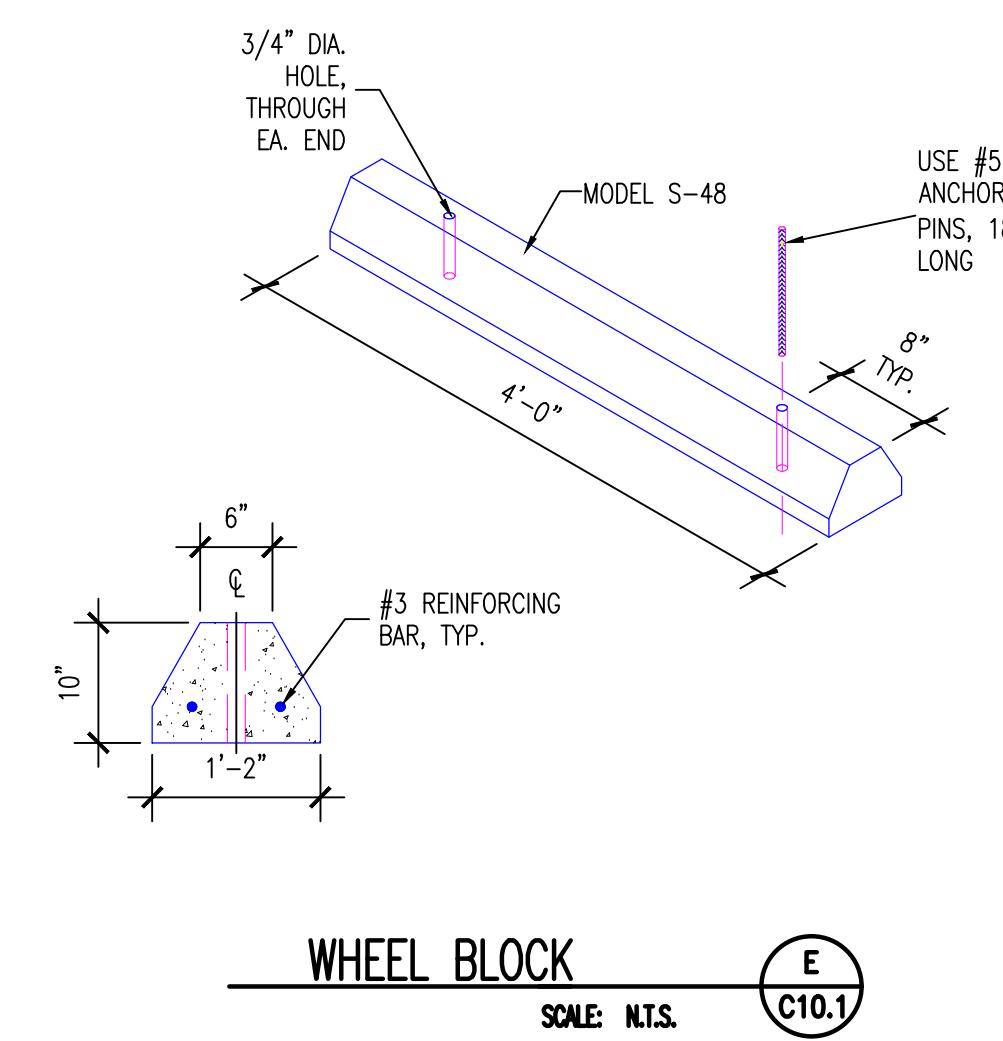
PARKING SPACE – DOUBLE

SCALE: 1/8" = 1'-0"



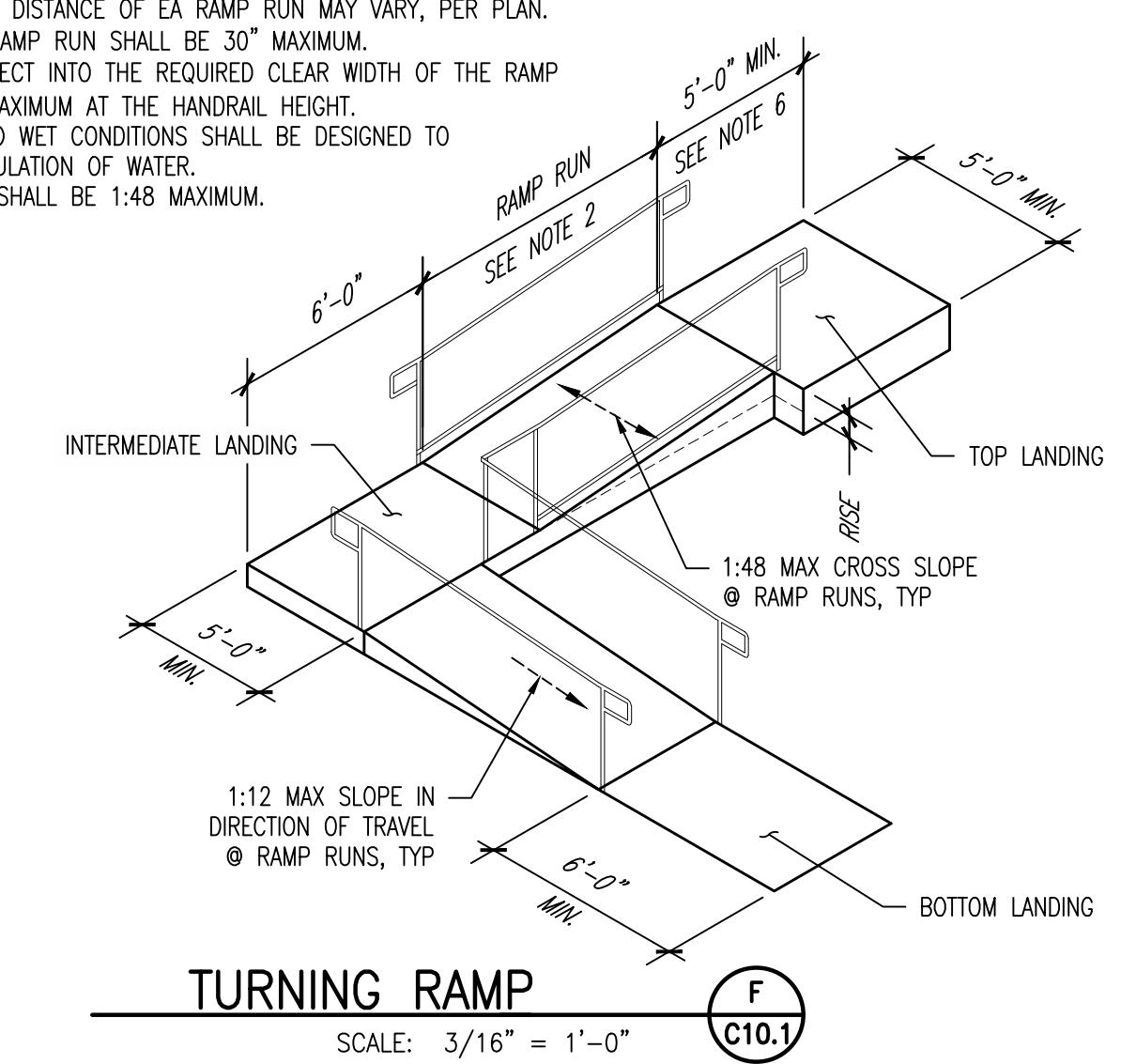
PERPENDICULAR CURB RAM

SCALE: 1/4" = 1'-0" C1



WHEEL BLOC

SCALE: N.T.



TURNING RAM

SCALE: 3/1

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

PART 3 EXECUTION

2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 1. Obtain required permits.
 2. Use of explosives is not permitted.
 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 4. Provide, erect, and maintain temporary barriers and security devices.
- B. Do not begin removal until built elements to be salvaged or relocated have been removed.
- C. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- D. Hazardous Materials:
 1. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
- E. Perform demolition in a manner that maximizes salvage and recycling of materials.

2.02 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.

2.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
- B. Remove existing work as indicated and required to accomplish new work.
- C. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
- D. Protect existing work to remain.

2.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.

END OF SECTION 02 41 00

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- B. Test Reports: Submit report for each test or series of tests specified.
- C. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.
- D. Sustainable Design Submittals: If any wood or wood-based form materials, including supports, are permanently installed in the project, submit documentation required for sustainably harvested wood as specified in Section 01 60 00 - Product Requirements.
- E. Sustainable Design Submittal: If any fly ash, ground granulated blast furnace slag, silica fume, rice hull ash, or other waste material is used in mix designs to replace Portland cement, submit the total volume of concrete cast in place, mix design(s) used showing the quantity of portland cement replaced, reports showing successful cylinder testing, and temperature on day of pour if cold weather mix is used.
- F. Sustainable Design Submittal: Submit environmental assessment report for concrete mix. Compare concrete mix submitted with a conventional or reference concrete mixture that meets the specified performance requirements. Include:
 - 1. Raw material consumption.
 - 2. Third-party validation of comparison methodology.
- G. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.02 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.
- B. Follow recommendations of ACI PRC-306 when concreting during cold weather.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI PRC-347 to provide formwork that will produce concrete complying with tolerances of ACI SPEC-117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
 - 2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
 - 1. Type: Deformed billet-steel bars.
 - 2. Finish: Unfinished, unless otherwise indicated.
- B. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type, ASTM A1064/A1064M.
 - 1. Form: Coiled Rolls.
 - 2. WWR Style: 4 x 8-W6 x W10.
- C. Reinforcement Accessories:

1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.
- D. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.
- E. Accelerating Admixture: ASTM C494/C494M Type C.
- F. Retarding Admixture: ASTM C494/C494M Type B.
- G. Water Reducing Admixture: ASTM C494/C494M Type A.
- H. Workability-Retaining Admixture: For on-site production of concrete with Type S cement in accordance with ASTM C494/C494M.

2.05 CURING MATERIALS

- A. Curing Agent, Water-Cure Equivalent Type: Clear, water-based, non-film-forming, liquid-water cure replacement agent.
 1. Comply with ASTM C309 standards for water retention.

2.06 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.
- C. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete:
 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch.
 2. Total Air Content: 4 percent, determined in accordance with ASTM C173/C173M.
 3. Maximum Slump: 4 inches.
 4. Maximum Aggregate Size: 3/4 inch.

PART 3 EXECUTION

3.01 PREPARATION

- A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.
- B. Prepare existing concrete surfaces to be repaired according to ICRI 310.2R, _____.
- C. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in accordance to bonding agent manufacturer's instructions.

3.02 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI SPEC-301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum

concrete coverage required for protection.

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI PRC-304.

3.04 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
 - 1. Exposed Concrete Floors: 1/4 inch in 10 feet.
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.05 CONCRETE FINISHING

3.06 CURING AND PROTECTION

- A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

END OF SECTION 03 30 00

SECTION 32 11 20
SUBBASE AND AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Source Quality Control Submittals: Submit name of imported materials source.
- B. Field Quality Control Submittals: Submit compaction density testing results.
- C. Testing agency's qualification statement.

1.02 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aggregate Base Course:
 - 1. Type Class 2 : Comply with State of California Highway Department standard.
 - 2. Graded according to ASTM D2487 Group Symbol GW.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Spread course uniformly over prepared substrate to a total compacted thickness:
 - 1. Subbase Thickness: According to design drawings.
 - 2. Aggregate Base Thickness: According to design drawings.
- B. Place course in maximum 4 inch layers and roller compact to specified density.
- C. Level and contour surfaces to elevations and gradients indicated.
- D. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.02 TOLERANCES

3.03 FIELD QUALITY CONTROL

- A. Subbase Compaction Density Testing: In accordance with ASTM D1556/D1556M, ASTM D2167, or ASTM D6938.
- B. Aggregate Base Compaction Density Testing: In accordance with ASTM D1556/D1556M, ASTM D2167, or ASTM D6938.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with AASHTO T 180, ASTM D698 ("standard Proctor"), or ASTM D1557 ("modified Proctor").

END OF SECTION 32 11 20

SECTION 32 12 16 ASPHALT PAVING

PART 1 GENERAL

1.01 PERFORMANCE REQUIREMENTS

- A. Design paving and subbase for light duty commercial vehicle traffic.
- B. Design paving and subbase for parking.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Asphalt Cement: ASTM D946.
- B. Aggregate for Base Course: In accordance with State of California Highways standards.
- C. Aggregate for Binder Course: In accordance with State of California Highways standards.
- D. Aggregate for Wearing Course: In accordance with State of California Highways standards.
- E. Fine Aggregate: In accordance with State of California Highways standards.

2.02 ASPHALT PAVING MIXES AND MIX DESIGN

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Asphalt Base Course: 3.0 to 6 percent of asphalt cement by weight in mixture in accordance with AI MS-2.
- C. Asphalt Binder Course: 4.5 to 6 percent of asphalt cement by weight in mixture in accordance with AI ____.
- D. Asphalt Wearing Course: 5 to 7 percent of asphalt cement by weight in mixture in accordance with AI MS-2.
- E. Submit proposed mix design of each class of mix for review prior to beginning of work.

PART 3 EXECUTION

3.01 PLACING ASPHALT PAVEMENT - SINGLE COURSE

- A. Install Work in accordance with State of California Highways standards.
- B. Place asphalt within 24 hours of applying primer or tack coat.

3.02 PLACING ASPHALT PAVEMENT - DOUBLE COURSE

- A. Place asphalt binder course within 24 hours of applying primer or tack coat.
- B. Place asphalt wearing course within two hours of placing and compacting binder course.

3.03 SEAL COAT

- A. Apply seal coat to asphalt surface course and asphalt curbs in accordance with AI MS-19.

END OF SECTION 32 12 16

SECTION 32 13 13 CONCRETE PAVING

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide data on joint filler, admixtures, and curing compound.
- B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.

PART 2 PRODUCTS

2.01 PAVING ASSEMBLIES

- A. Design paving for parking and residential streets.
- B. Concrete Sidewalks and Median Barrier: 3,000 psi 28 day concrete, 4 inches thick, buff color Portland cement, exposed aggregate finish.
- C. Parking Area Pavement: 4,000 psi 28 day concrete, 5 inches thick, 6 by 6 - W2.9 by W2.9 mesh reinforcement, wood float finish.

2.02 FORM MATERIALS

- A. Wood form material, profiled to suit conditions.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).
 - 1. Thickness: 1/2 inch.

2.03 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) yield strength; deformed billet steel bars; unfinished.
- B. Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; unfinished.
- C. Dowels: ASTM A615/A615M, Grade 40 - 40,000 psi yield strength; deformed billet steel bars; unfinished finish.

2.04 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.
- B. Concrete Materials: As specified in Section 03 30 00.
- C. Blended, Expansive Hydraulic Cement: ASTM C845/C845M, Type K.

2.05 ACCESSORIES

- A. Curing Compound: ASTM C309, Type 1, Class A.
- B. Tactile Warning Surfaces: See Section 32 17 26.

2.06 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.
- C. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended by manufacturer.
- D. Concrete Properties:
 - 1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 3,000 psi.

2.07 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION

3.01 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.

3.02 REINFORCEMENT

- A. Place reinforcement at top of slabs-on-grade.

3.03 COLD AND HOT WEATHER CONCRETING

- A. Follow recommendations of ACI PRC-305 when concreting during hot weather.
- B. Follow recommendations of ACI PRC-306 when concreting during cold weather.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI PRC-304.

3.05 FINISHING

- A. Area Paving: Light broom, texture perpendicular to pavement direction.
- B. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- C. Median Barrier: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- D. Curbs and Gutters: Light broom, texture parallel to pavement direction.
- E. Inclined Vehicular Ramps: Broomed perpendicular to slope.

END OF SECTION 32 13 13

SECTION 32 16 23 SIDEWALKS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data:
 - 1. Concrete: Provide data on admixtures.

PART 2 PRODUCTS

2.01 CONCRETE SIDEWALKS AND WHEELCHAIR RAMPS

- A. Gravel Subbase: Thickness as indicated on drawings.
- B. Concrete Forms: Wood.
- C. Concrete Materials: Comply with ASTM C94/C94M.
- D. Aggregate: Pit Run, washed, 3/8 inch (1 cm) stone; free of shale, clay, friable material and debris.
- E. Reinforcement:
 - 1. Steel Welded Wire Reinforcement: ASTM A1064/A1064M, plain type, flat sheets, unfinished.
- F. Curing Compound: Synthetic, Type 1, Class A, according to ASTM C309.
- G. Surface Sealer: Topical, Type 1, Class A, according to ASTM C1315.

PART 3 EXECUTION

3.01 CONCRETE SIDEWALK AND WHEELCHAIR RAMP INSTALLATION

- A. Mixing:
 - 1. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended by manufacturer.
- B. Forming:
 - 1. Sidewalk Forms: Place and secure forms to location, dimension, profile, and gradient shown on drawings. Height equal to the full depth of the finished sidewalk.
 - 2. Wheelchair Ramps: Place and secure forms to location, dimension, profile, and gradient shown on drawings. Comply with ADA Standards.
- C. Reinforcement:
 - 1. Place wire-mesh reinforcement mid-height of forms.
 - 2. Uniformly add fiber reinforcement to concrete mix according to manufacturer's recommendations.
- D. Placement:
 - 1. Install work in accordance with State of California Public Works.
- E. Finishing:
 - 1. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge, 1/4 inch radius.
 - 2. Wheelchair Ramps: Broomed perpendicular to slope.
- F. Record weather information for placement.

END OF SECTION 32 16 23

SECTION 32 17 10
PARKING BUMPERS AND MANUFACTURED TRAFFIC-CALMING DEVICES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Provide unit configuration and dimensions.

PART 2 PRODUCTS

2.01 PARKING BUMPERS

- A. Nominal Size: 6 inches high, 8 inches wide, 6 feet long.
- B. Profile: Manufacturer's standard.
- C. Anchoring Holes: Two, spaced equally.
- D. Precast Concrete:

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install units without damage to shape or finish. Replace or repair damaged units.
- B. Install units in alignment with adjacent work, as indicated on drawings.

3.02 FIELD QUALITY CONTROL

3.03 ADJUSTING

- A. Limit adjustments and repositioning units within first hour of adhesive application.

END OF SECTION 32 17 10

**SECTION 32 17 23
PAVEMENT MARKINGS**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used.

1.02 SEQUENCING

- A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of markings.

PART 2 PRODUCTS

2.01 PAINTED PAVEMENT MARKINGS

- A. Painted Pavement Markings: As indicated on drawings.
 - 1. Marking Paint: In accordance with AASHTO MP 24.
 - a. Parking Lots: Yellow.
 - b. Symbols and Text: White.
 - c. Wheelchair Symbols: Provide blue and white.
 - 2. Obliterating Paint: Type I, in accordance with AASHTO MP 24.
 - a. Bituminous Pavement: Black.
 - b. Concrete Pavement: Gray.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General:
 - 1. Position pavement markings as indicated on drawings.
- B. Painted Pavement Markings:
 - 1. Apply in accordance with manufacturer's instructions.
 - 2. Obliterating Paint: Apply as necessary to cover existing markings completely.
 - 3. Marking Paint: Apply uniformly, with sharp edges.

3.02 FIELD QUALITY CONTROL

- A. Allow the pavement marking to set at least the minimum time recommended by manufacturer.

3.03 CLOSEOUT ACTIVITIES

- A. Temporary Markings: Remove without damaging surfaces.

END OF SECTION 32 17 23

**SECTION 32 17 26
TACTILE WARNING SURFACING**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Manufacturer's Qualification Statement.
- B. Installer's Qualification Statement.

PART 2 PRODUCTS

2.01 TACTILE AND DETECTABLE WARNING DEVICES

- A. Plastic Tactile and Detectable Warning Tiles: Comply with ADA Standards, glass fiber and carbon fiber reinforced, exterior grade, matte finish polyester sheet with truncated dome pattern, solid color throughout, internal reinforcing of sheet and of truncated domes, integral radius cut lines on back face of tile; with factory-applied removable protective sheeting.
 - 1. Installation Method: Cast in place.
 - 2. Shape: Rectangular.
 - 3. Pattern: In-line pattern of truncated domes complying with ADA Standards.

2.02 ACCESSORIES

- A. Fasteners: ASTM A666, Type 304 stainless steel
- B. Adhesive: Type recommended and approved by surfacing tile manufacturer.
- C. Sealant: Elastomeric sealant of color to match adjacent surfaces; approved by surfacing tile manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Install in accordance with manufacturer's written instructions.
- B. Field Adjustment:
 - 1. Locate relative to curb line in compliance with ATBCB PROWAG, Sections 304 and 305.
 - 2. Orient so dome pattern is aligned with the direction of ramp.

3.02 INSTALLATION, CAST IN PLACE PLASTIC TILES

- A. When installing multiple adjacent units, leave a 3/16 inch gap between units to allow for expansion.
- B. Tamp and vibrate units as recommended by manufacturer.
- C. Place and position weights on units while concrete cures as recommended by manufacturer. Ensure no voids or air pockets exist between top surface of concrete and underside of units.

3.03 INSTALLATION, SURFACE APPLIED PLASTIC TILES

- A. Cure concrete surfaces for a minimum of 4 days before installing units.
- B. Mechanically roughen surface as required to remove contaminants and prepare surface for adhesive and sealant application.
- C. When installing multiple adjacent units, leave a 1/8 inch gap between tiles to allow for expansion.
- D. Drill fastener holes straight, true and to depth recommended by manufacturer.
- E. Apply adhesive to back of unit as recommended by manufacturer.
- F. Mechanically fasten to substrate. Avoid striking or damaging the unit itself during installation.
- G. Apply sealant to edges in cove profile.

END OF SECTION 32 17 26

Department of Housing & Community Development
- CDBG Program

Disadvantaged Business and Section 3
BID Requirements

County of Tehama- Parking Lot Project

23A-CDBG-20004

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212
Yuba City, CA 95991

(916) 449-3944 p
(916) 449-3934 f

BBray@adamsashbygroup.com -Brenda
MWiggins@adamsashbygroup.com -Misti



Bid Requirements		
Attached	Form Description	Page
	Business Enterprise Information Form (All Projects)	3

Section 3

	Form 1-Assessment and Certifications (All Projects)	4
	Form 2-Permanent Employees (Section 3 Triggered)	5
	Form 3-Qualitive Efforts (Section 3 Triggered)	6-7
	Estimated Work Force Breakdown(All Projects)	8

Required within 5 days of bid opening from Apparent Low Bidder		
Attached	Form Description	Page

Disadvantaged Business Enterprise

	Form A, "Good Faith" List of Sub-Contractors Solicited	9
	Form B, "Good Faith" Effort Bid Received List	10
	Form C, Contractor /Recipient Certification	11
	Form D, A narrative description of the six good faith efforts	12

Section 3

	Worker/Targeted Worker/Employer Certification(Section 3 Resident Eligibility Certification)	13
	Business Concern Certification	15
	Section 3 Clause(Form 4, this should be included in all subcontracts)	16-17

Contractors and/or Subcontractors are expected to meet the minimum goals to the greatest extent feasible. (Note: Section 3 may not be required for all projects, but best efforts to comply with the minimum numerical goals are still highly recommended.) All efforts to utilize Section 3 business and workers should be documented, and this Section 3 Project Plan should be submitted for all relevant project bids.

Build America, Buy America Act. (ALL CONSTRUCTION CONTRACTS)

This project must comply with the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver if applicable, this requirement must be met for the proposed project.

NOTE TO BIDDERS: ALL applicable forms in this packet need to be returned with the bid. Failure to do so may result in the bid being disqualified.

BUSINESS ENTERPRISE INFORMATION FORM

This form is required for <u>ALL</u> projects				
OWNER NAME:		OWNER PROJECT NUMBER:		
PROJECT DESCRIPTION:		PROJECT LOCATION:		
PRIME CONTRACTOR INFORMATION				
NAME/ADDRESS Name of firm: Contact Person: Address: City/State/Zip: Phone: Email:		TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER <input type="checkbox"/> SERVICE	SUBCONTRACTOR UTILIZATION <input type="checkbox"/> This project <u>WILL NOT</u> utilize subcontractors. <input type="checkbox"/> This project <u>MAY</u> utilize the following subcontractors	
<input type="checkbox"/> DBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER	AMOUNT OF CONTRACT/BID:
SUBCONTRACTOR INFORMATION				
<input type="checkbox"/> DBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER	NAME/ADDRESS Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Supplier/Service	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Broker	
TYPE OF CONTRACT/TRADE:				
CONTRACT AMOUNT:				
<input type="checkbox"/> DBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER	NAME/ADDRESS Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Supplier/Service	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Broker	
TYPE OF CONTRACT/TRADE:				
CONTRACT AMOUNT:				
<input type="checkbox"/> DBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER	NAME/ADDRESS Name of firm: Contact Person: Address: City, Zip: EIN/Phone: Email:
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Supplier/Service	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Broker	
TYPE OF CONTRACT/TRADE:				
CONTRACT AMOUNT:				
GOALS FOR MBE & WBE PARTICIPATION				
		% MBE		% WBE
Construction		6.8%		6.9%
Equipment		6.8%		6.9%
Services		6.8%		6.9%
Supplies		6.8%		6.9%
FORM COMPLETED BY				
Name:	Title:	Phone:		
Signature	Date:	Email:		
FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID, WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE				

DBE=Disadvantaged Business Enterprise

WBE=Woman Owned Business Enterprise (8A)

MBE=Minority Business Enterprise

Federal Section 3
FORM 1-ASSESSMENT AND CERTIFICATIONS

This form is required for **ALL** projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor Information

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:

- Your business is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract?

3. Will you be using subcontractors to complete this project?

4. Is your bid/contract amount greater than \$200,000?

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-4 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible.

You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Projects over \$200K:	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under \$200,000.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit quarterly and final Section 3 reports (Form 6), associated forms as applicable (Forms 2, 3, and 4), and supporting documentation located in Section 3 Manual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Federal Section 3
FORM 2-List of Permanent Employees

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted prior to work commencing or with application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office). Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer, job category, hire date and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Classification/ Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker Y/N	Hire Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.
- If not currently hiring and later in the project period end up needing to hire please explain the intended method of filling the position/positions.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS
(Continued)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples.
Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
<https://northstatejobs.com/post-a-job/>
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
- Provided training or apprenticeship opportunities.
- Directed Section 3 Workers to obtain financial literacy training and/or coaching.
- Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
- Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Hosted job fairs.
- Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
- Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
- Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
- Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
- Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce
<https://californiaucp.dbesystem.com/> https://dsbs.sba.gov/search/dsp_dsbs.cfm

Federal Section 3
Estimated Project Work Force Breakdown

This document must be submitted with ALL bid documents

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be filled with Section 3 and/or Targeted Section 3 workers and their estimated hiring date.
Supervisor				
Professional				
Technical				
Office/Cleric.				
Trade				
J Journeyman				
Apprentices				
Trainees				
Others				
Trade				
J Journeyman				
Apprentices				
Trainees				
Other				
TOTAL:	0	0	0	0

Section 3 Resident:

Individuals residing within the Section 3 Area whose family income does not exceed 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. See attached income schedule.

Person Completing Form: _____

Authorized Signature _____ Date: _____

The employment and training component of Section 3 applies to the prime contractor and all subcontractors providing construction services or professional services to the CDBG programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any subcontracts.

To be in compliance with HUD's/HCD's new Section 3 benchmarks, 25% of total labor hours must be Section 3 Workers and 5% of total labor hours must be Targeted Section 3 workers. Please note the Section 3 workers and Targeted Section 3 Workers must meet the minimum qualifications for the available job.

Federal-Form A
"Good Faith"

In accordance with 49 CFR Part 26.11(c), a bidder's list must be created and maintained of ALL firms bidding on prime contracts and bidding or quoting subcontracts; therefore, the following information is required.

THIS FORM TO BE COMPLETED AND RETURNED WITH BID SUBMITTAL BY ALL BIDDING ENTITIES WITHIN 5 DAYS OF BID OPENING

Prime Contractor: _____

Address: _____

City, State, Zip: _____

Prime's Racial/Ethnic code: _____

Is Prime a Certified DBE?

Project Owner: _____

Address: _____

City, State, Zip: _____

Project Name: _____

Project Address: _____

City, State, Zip: _____

LIST ALL SUBCONTRACTORS, VENDORS, AND /OR SUPPLIERS CONTACTED FOR QUOTES PERTAINING TO THIS BID

If any of the above firms are "Certified Disadvantaged Business Enterprises," please designate by placing a check in the box beside the company name.

COMPLETED BY: _____

DATE: _____

Federal-Form B
"Good Faith" Effort Bids Received list

This form shall be completed and submitted within 5 days of the bid opening if the MBE/WBE goal cannot be met.

Name and Address of Certified Disadvantaged Business Enterprise	Dates of Contact	Method of Contact	Documents Attached	Utilization
Name:				<input type="checkbox"/> Selected
				<input type="checkbox"/> NOT Selected
Address: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE				Reason:
Name:				<input type="checkbox"/> Selected
				<input type="checkbox"/> NOT Selected
Address: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE				Reason:
Name:				<input type="checkbox"/> Selected
				<input type="checkbox"/> NOT Selected
Address: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE				Reason:
Name:				<input type="checkbox"/> Selected
				<input type="checkbox"/> NOT Selected
Address: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE				Reason:
Name:				<input type="checkbox"/> Selected
				<input type="checkbox"/> NOT Selected
Address: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE				Reason:
Name:				<input type="checkbox"/> Selected
				<input type="checkbox"/> NOT Selected
Address: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE				Reason:

Failure to accomplish and document good faith efforts may be cause for disqualification of this bid. Bidder MUST attach documentation regarding the good faith efforts put forth.

Documents may include Copies of letters sent, advertisements used, unacceptable bid responses, etc. Good faith efforts must show that the efforts could reasonably be expected to produce a level of DBE participation sufficient to meet the DBE goal of this project.

Authorized Signature: _____

Date: _____

Title: _____

Firm Name: _____

Federal-FORM C
CONTRACTOR/RECIPIENT CERTIFICATION

Firm Name _____ Phone _____

Address _____

Principle Service or Product: _____ Bid Amount: _____

Please indicate percentage of ownership

DBE/MBE/WBE _____ % Ownership Not a DBE/MBE/WBE Business

Prime Contractor Supplier of Material/Service

Subcontractor Broker

Sole Ownership Corporation

Partnership Joint Venture

Certified by _____ Title _____

Name _____ Date _____

IMPORTANT: Contractors can no longer self-certify. They must be certified by EPA, small business administration (SBA), Department of Transportation (DOT), or by state, local, tribal, or private entities whose certification criteria match EPA's.

California Public Utilities Commission where certifications can be obtained. **Certification**

Proof of certification must be provided; a copy of the contractor certification must be submitted with this form. Falsification of this certification by a firm selected to perform federally funded work may result in a determination that the firm is non-responsive and ineligible for future contracts.

This form must be submitted within 5 working days after the bid opening date

Federal-Form D

Disadvantaged Business Enterprise(DBE) Efforts

Narrative description of the affirmative actions that the contractor has taken to fulfill the five good faith efforts:

Six Good Faith Efforts (GFE)

Contractor is required to complete, and document, the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services and assistance of the SBA and Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

Examples of Documentation for the six Good Faith Efforts

- Use of current bidders/solicitation list or databases that includes DBEs;
- Use of trade journals/databases (local or national);
- Date of last update to bidders/solicitation list or database;
- How were DBEs made aware of the solicitation;
- Where and when posted;
- Sample of letters or records of communication with DBEs, SBA, Minority Business Development Agency;
- Sample of advertisement/posting;
- How long/frequency of advertisement/posting;
- Document good faith efforts of contractors;
- Identify type of outreach that was conducted;
- Date of pre-bid conference;
- Attendance list for pre-bid conference;
- Participation date of last DBE procurement outreach conference;
- Process used to determine if large requirement could be divided into smaller requirements,
- Include unsuccessful bidders on database or list

Websites to help locate DBE businesses

https://dsbs.sba.gov/search/dsp_dsbs.cfm
<https://californiaucp.dbesystem.com/>

<https://caltrans.dbesystem.com/Default.asp>?
<https://www.mbda.gov/>

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

This project is subject to Section 3 of the HUD Act of 1968 and its associated regulations, 24 CFR Part 75. The information below must be collected and provided for all employees on-site to demonstrate compliance with meeting benchmark goals.

TO BE COMPLETED BY EMPLOYER -or- WORKER WORKER INFORMATION

1. Name: _____

Address: _____

City: _____ Zip Code: _____

2. Please view the **Official State Income Limits**. Check to see if the worker's Gross Annual Income (based on the wages paid or their annual income calculated on an annualized process) is **AT/BELOW** or **ABOVE** the amount listed for the county the **WORKER RESIDES**. Thank you for taking the time to fill this out.

Annualized Income Formula: Base rate of pay \$_____ x2080=_____

Low-Income Maximum (80% Area Median Income)				
Employee County of Residence/ Income Limit:	Current WORKER income (annualized) is		Worker's Income within Past 5 Years or at Time of Hire was At/Below or Above	
	At/Below	Above	At/Below	Above
\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are they or were they a YouthBuild Participant within a 5-year window beginning 11/30/2020?

Yes No Unknown

5. Are they or were they a resident of public housing within a 5-year window beginning 11/30/2020?

Yes No Unknown

6. Are they or were they a resident of other public housing projects or Section 8-assisted housing within a five year window beginning 11/30/2020? Yes No Unknown

7. Do they live within one mile of the service area/neighborhood of this project? Yes No

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Worker Signature: _____ Date: _____

EMPLOYER INFORMATION

Company Name: _____

Is the company a Section 3 Business Concern? Yes No

Defined as at least 51% owned and controlled by low- or very low-income persons;

OR over 75% of labor hours for the business over the prior 3-month period are performed by Section 3 workers;

OR 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.

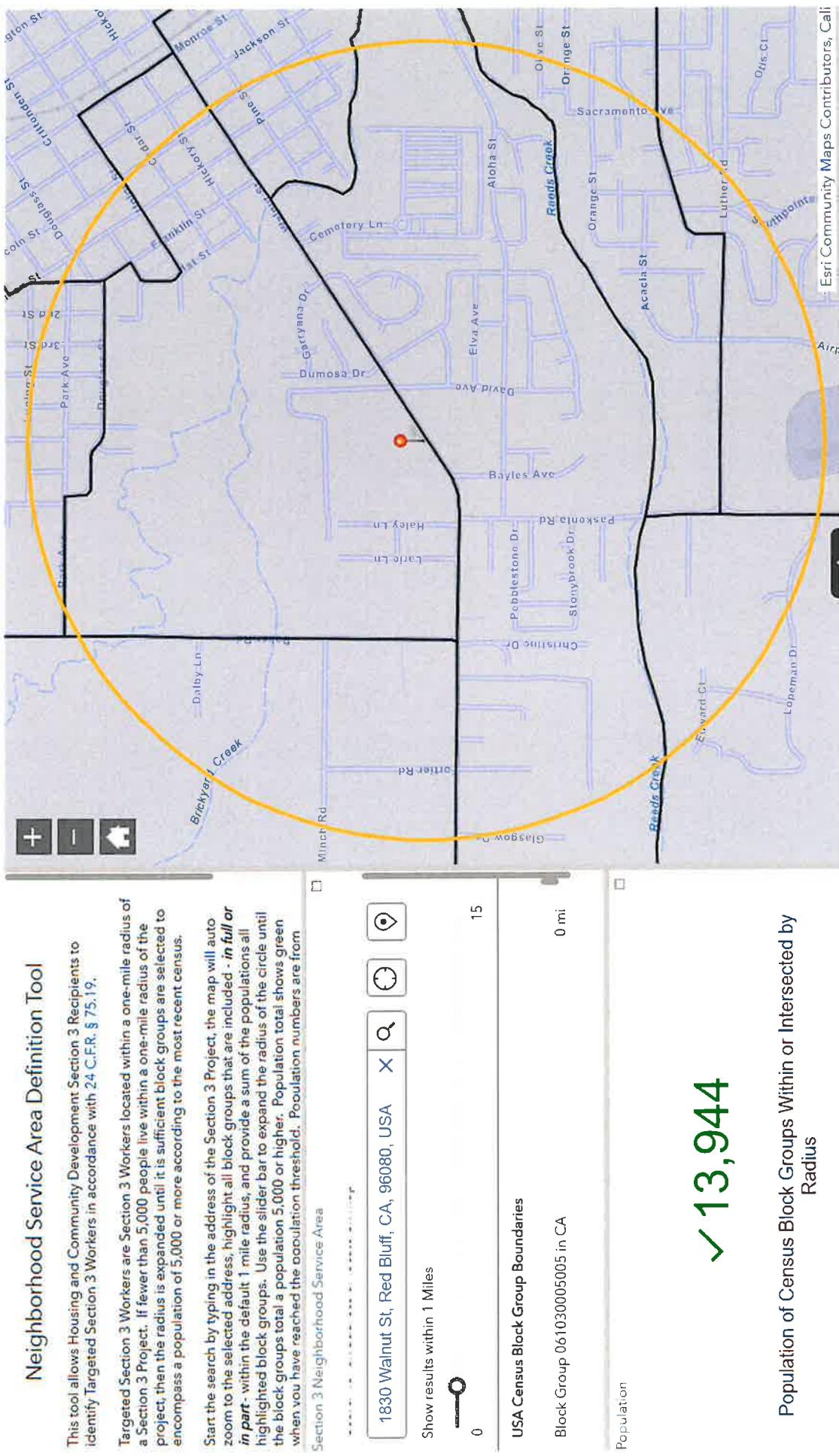
Employee Job Classification: _____ Employee Hire Date: _____

Project Name: _____ Contract Award Date: _____

Name/Title: _____

Signature: _____ Date: _____

Section 3 Service Area Map



Federal Section 3

Business Concern Certification

To self-certify as a Section 3 Business Concern, per 24 CFR § 75, the company or firm must meet at least one of the categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 Business.

Please read the following statements and check all that apply to your business.

Check if Applies	Section 3 Business Category	Additional Required Data
<input type="checkbox"/>	51% or more of the business is owned by low- or very low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners.
<input type="checkbox"/>	75% of the labor hours performed for the business over the prior 3 month period were performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 Workers.
<input type="checkbox"/>	At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit.
<input type="checkbox"/>	None of the above apply to this business.	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Authorized Signature

Date

Printed Name

Title

Business Name: _____

Business Address: _____

Telephone Number: _____ Type of Business (Check One):

Corporation

Sole Proprietorship

Partnership

Joint Venture

County or Metropolitan Service Area (MSA).
Where business is Located: _____

Business Services (list): _____

Federal Section 3

Form 4 -Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to engage in qualitative efforts including but not limited to:
 - a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
 - b. Providing training or apprenticeship opportunities.
 - c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
 - d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
 - e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
 - f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
- F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

Federal Section 3
Form 5-Section 3 Clause
(Continued)

a. Employment and Training

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training should be given to:
 1. Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild participants.

b. Contracting

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities should be given to:
 1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild programs.

G. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

H. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

J. Contractor will retain all documentation, Contracts, and records for a minimum of five years.

Department of Housing & Community Development
- CDBG Program

Labor Compliance Manual & Contract Language

County of Tehama- Parking Lot Project

23A-CDBG-20004

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212
Yuba City, CA 95991

(916) 449-3944 p
(916) 449-3934 f

Certified Payrolls shall be submitted to:

BBray@adamsashbygroup.com -Brenda
MWiggins@adamsashbygroup.com -Misti



CONTRACT ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this project. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/valid digital signatures(valid digital signatures will have a time/date stamp) prior to construction commencing (This is required for both the General Contractor and all lower tier Sub-Contractors).

Attached	Form	Who	Page
<input type="checkbox"/>	Contract acknowledgement	All Contracts	2 (This Page)
<input type="checkbox"/>	Certification Regarding Debarment	All Contracts when project totals \$100,000 or More	27
<input type="checkbox"/>	Disadvantaged Business Forms	All Contracts	28-29
<input type="checkbox"/>	Race and Ethnic Data Reporting Form	All Contracts	30
<input type="checkbox"/>	Drug Free Workplace Certification	All Contracts	31
<input type="checkbox"/>	Anti-Lobbying Certification	All Contracts	32
<input type="checkbox"/>	Certification of Understanding and Authorization	All Contracts (To be completed by each person who processes Certified Payrolls.)	33
<input type="checkbox"/>	Labor Standards and Prevailing Wage Requirements	All Contracts	34-35
<input type="checkbox"/>	Wage Determination Chart	All Contracts	36
<input type="checkbox"/>	Copies of Contracts/Purchase Order/Invoice/Quote with all Sub-Contractors w/DBE/LCM/Sec.3 requirements	All Contracts	Please Provide
<input type="checkbox"/>	Provide Unique Entity ID (UEI) from SAM.GOV	All Contracts	Printed Copy
<input type="checkbox"/>	Verification of <u>active</u> SAM.GOV Registration	PRIME Contractor ONLY	Printed Copy

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to Adams Ashby Group, Inc. for all work performed:

<input type="checkbox"/>	Fringe Benefit Statement	All Contracts	37
<input type="checkbox"/>	DAS 140 (Evidence of submittal for EACH appreciable class, to EVERY applicable agency)	All Contracts with apprenticeship Classifications	38
<input type="checkbox"/>	DAS 142 Or Verification of Union Status	All Contracts with apprenticeship Classifications	39
<input type="checkbox"/>	WHD 347 Certified Payroll, WHD 348 Statement of Compliance, and ECPR Confirmation(including Non-Performances)	All Contracts	40-41
<input type="checkbox"/>	Evidence of Training fees paid	All Contracts with apprenticeship Classifications	Copy of Invoice & Check or Agency Letter

By signing below you acknowledge you have read and understand the provisions included in this document and if applicable the Section 3 appendix made part of this document by this reference, and will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

Signature: _____
 UEI: _____
 Name/Address: _____
 Phone: _____
 DIR No. _____

Date: _____
 EIN: _____
 City/State/Zip: _____
 Email: _____
 CSLB No: _____

PROVISIONS / REQUIREMENTS

- I. Perform the work in accordance with all applicable federal, state, and local housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation, labor, fair employment, and historic preservation.
- II. The provisions included in this document will be made part of each sub-contract associated with this contract including first, second, third etc. tier sub-contractors. A copy of each contract shall be provided showing this as being added to their contract and the contract is in full force. Failure to provide shall result in withholding of payment until compliance is obtained. Each sub-contractor is required to comply with all provisions herein. Failure to comply will result in non-compliance and the General will be held accountable for the actions of the sub-contractor.
- III. Compliance with all requirements of Davis Bacon and Prevailing Wage rules and regulations outlined in the provisions included in this document and state and federal regulations is required to be in compliance with the contract. If the project meets the required exemptions in accordance with California Code, Labor Code - LAB§1720 Section C(5)(E) State Prevailing Wage requirements and related contractual obligations will not be applicable. Failure to provide the required items as outlined herein or requested to support the compliance of such provisions will be determined as non-compliance and payment may be withheld until compliance is attained.

Resources: <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF>
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1720.
- IV. **Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions**

No contract shall be made to parties on the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with 2 CFR 200.213 and E.O.'s 12549 and 12689, "Debarment and Suspension." (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of May 26, 1988 Federal Register (p. 19160 –19211).

Complete the form included on page 27. Prior to allowing any sub-contractor to begin work on the job, Contractor must obtain written approval from the Agency. Contractor will submit name, license number, Department of Industrial Relations registration number, UEI number, active SAM.GOV registration, place of business, and service provided. Contractor will submit copies of all sub-contracts, incorporating these contract documents by reference, within 10 days of execution. Contractor will also supply labor standards certifications and insurance certifications for all sub-contractors with sub-contracts.
- V. **Conflict of interest** Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

VI. **Bonding and Insurance Requirements** The minimum requirements for contracts exceeding \$150,000 for construction shall be as follows:

- (A) A Bid Bond or certified check shall be filed with each bid equivalent for 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the specified time.
- (B) A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
- (C) A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and/or materials in the execution of the work provided for in the contract.

The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the owner before construction begins on the project.

VII. **Access of Records and Retention of Records**

This section is applicable to all Contracts and Sub-contracts.

(A) **Access to records.** The City/County, sub grantee, Federal grantor agency, The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Office of the Inspector General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor or Sub-contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract. Such access shall be granted at any time during normal business hours and as often as deemed necessary.

(B) **Documentation of costs.** All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, purchase orders, or other accounting documents. All documents pertaining in whole, or part of this contract shall be clearly identified and readily available.

(C) **Record Retention.** All required records must be maintained by the contractor for a period of five years after the grantee makes final payments and to all other pending matters are closed.

VIII. **Equal Opportunity Provisions**

This section is applicable to all Contracts and Sub-contracts.

(A) **Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordination a National Program for Minority Business Enterprise," dated October 13, 1971 and 12432 "Minority Business Enterprise Development," dated July 14, 1983) and **Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing Coordinating and Implementing a National Program for Women's Business Enterprise," dated May 18, 1979).

Affirmative steps must be taken by all contractors to assure small, minority and women owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitations lists;
2. Assure that such firms are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through sub-contracting;
4. Where possible, establish delivery schedules which will encourage such participation; and
5. Keep records of all efforts and results.

(B) Civil Rights, HCD, and Age Discrimination Act Assurances

This section is applicable to all Contracts and Sub-contracts

During the performance of this Contract the Contractor 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, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964 (42USC 2000d), Title I of the Housing and Community Development Act of 1974, as amended (42USC 6101-07), and the Age Discrimination Act of 1975, as amended (42USC 6101-07) which prohibits discrimination on the basis of age and all implanting regulations.

(C) State Nondiscrimination Clause

This section is applicable to all Contracts and Sub-contracts.

1. During the performance of this Agreement, Contractor and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 Agreement by reference and made a part hereof as if set forth in full. Contractor and its sub-contractors 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 Sub-contracts to perform work under the Contract.

(D) Equal Employment Opportunity Clause

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 1135 dated 10/13/67 and Executive Order 120869 dated 10/5/78, and as supplemented in Department of Labor Regulations (41CFR, Part 60 1.34(b))

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
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, sex, 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 ruled, 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 paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract 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 sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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.
8. The Contractor 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.
9. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors 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.
10. The Contractor 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 sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal

Employment Opportunity: Executive Order 11246:

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more;

1. The Offeror's 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 women 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:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR WOMEN PARTICIPATION IN EACH TRADE
TIMETABLES	
April 1, 1981 Until further notice	6.8% 6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women 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 women 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 10 working days of award of any construction or sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or sub-contractor; estimated starting and completion dates of the contract; 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" map is shown on page 30 of the Section 3 Manual.

5. OFCCP Contact information:
U.S. Department of Labor for OFCCP 90 7th
Street
Suite # 18-300
San Francisco, CA 94103
(415) 625-7800
(415) 625-7799 (Fax)
(877) 889-5627 (TTY-National Office)

(F) Standard Federal Equal Employment Opportunity Construction Contract

Specifications: Executive Order 11246 (41 CFR Part 60-1):

This section is applicable to all Contracts and Sub-contracts of \$10,000 or more;

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:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - iii. 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).
 - iv. 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 sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
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. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor 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 sub-contractors toward a goal in an approved plan does not excuse any covered contractor's or sub-contractor'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 paragraphs 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 sub-contractors 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 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 a 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 sub-contracts 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. Contractors are 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, sex or national origin.
11. The contractor shall not enter into any sub-contract 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 sub-contracts 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 paragraph 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, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
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).

IX. Clean Air Act, Federal Water Pollution Control Act, and E.O. 11738

This section is applicable to all Contracts and Sub-contracts of \$150,000 or more.

- a. The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. Violations shall be reported to the appropriate Regional Office of the Environmental Protection Agency.
- b. The undersigned shall include the language of this certification in all contracts and sub-contracts in excess of \$150,000.

X. Procurement of Recovered Materials

This section is applicable to all Contracts and Sub-contracts of \$150,000 or more.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule
 - Meeting contract performance requirements; or
 - At a reasonable price
- b. Information about this requirement, along with the list of EPA designated items, is Available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XI. Certification of Understanding and Authorization

This section is applicable to all Contracts and Sub-contracts Complete and return form provided on page 33 hereto attached and incorporated into this contract and sub-contracts.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-Construction Conference, the applicable State and/or Federal Labor Standards clauses pertaining to the subject project and the U.S. Department of Labor and/or State Department of Industrial Relations' wage determinations and select the following for the presented project.

XII. **Anti-Lobbying Certification**

This section is applicable to all Contracts and Sub-contracts. Form on Page 32

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 24 CFR Part 87 and Section 1352, U.S. Code. Any person who makes an expenditure prohibited by this part shall be subject to a civil penalty of not less than \$20,489 and not more than \$204,892 for each such expenditure. Any person who fails to file or amend the disclosure form (see appendix B of this part) to be filed or amended if required by this part, shall be subject to a civil penalty of not less than \$20,489 and not more than \$204,892 for each such failure.

Contractor 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.
- C. The language of this certification shall be included in all award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

XIII. **Child Support Compliance Act**

This section is applicable to all Contracts and Sub-contracts of \$100,000 or more. Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and the

Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

XIV. **Workers' Compensation, Unemployment, Disability and Liability Insurance**

This section is applicable to all Contracts and Sub-contracts

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

XV. **Reporting**

This section is applicable to all Contracts and Sub-contracts

Contractor and sub-contractors shall provide regular reports to Adams Ashby Group compliance officer. Reports to be submitted to granting agency shall be provided to compliance officer in a reasonable time to allow for review and corrections prior to submittal to the granting agency.

Within 5 days of Notice of Award, Contractor and all Sub-contractors, including lower tier sub-contractors, will supply:

- Certificate of Understanding and Authorization (Pg. 33)
- Contractors Certification Regarding State Labor Standards (Pg. 34-35)
- Fringe Benefit Statement (Pg. 37)
- Anti-lobbying Statement (Pg. 32)
- Wage Determination Chart (Pg. 36)

Detailed Classification Identification to be completed for all covered classifications anticipated for the project. When applicable, a comparison between Federal and State wages will be required to ensure the highest rate is paid for the project.

- Insurance certificates-liability, auto and workers comp with contractor or City as additional insured
- Signed Sub-Contract agreement/Quote/Purchase order
- Drug-free Workplace Certification (Pg. 31)

XVI. **Certified Payrolls**

- a. Contractor will submit a Certified Payroll Report and Federal Statement of Compliance with **original blue ink, wet signature or valid digital signature** (valid digital signatures will have a **time/date stamp**) within **seven days** of the end of payroll period. This includes if applicable, the **required E-CPR filed with the State of California DIR electronic payroll submittal process (PWC-100)**.
- b. Contractor will supply all back up documentation for all deductions including "other"
- c. When the project is subject to State **and** Federal Davis Bacon requirements. When there is a difference between the State and federal prevailing wage rate, the contractor **must** pay the higher rate.
- d. Labor Compliance Reports (LCR) will be issued monthly, and a response will be required within 7 days of report issuance.

Contractors and Sub-contractors understand and agree to supply upon request any additional information that may be needed for better understanding and/or required in order to comply with state and federal statutory and regulatory requirements.

XVI. **Drug-Free Workplace.** Contractor certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. See Form provided on Pg. 31

XVII. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

This section is applicable to all Contracts and Sub-contracts

City/County is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. City/County is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of City/County, Contractor and/or sub-contractor shall deliver to City/County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

XVIII. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

This section is applicable to all Contracts and Sub-contracts

(a) *Definitions.* As used in this clause—

“Data” means:

Recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means:

The rights of the City/County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The City/County shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause. (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of City/County sponsorship (including contract number) to the data when delivered to the City/County, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the City/County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County.

(ii) If the City/County desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the City/County, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the City/County and its officers, agents, and employees acting for the City/County against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the City/County and incorporated in data to which this clause applies.

XIX. Energy Efficiency.

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

The contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Whenever feasible, the contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

XXI. **Federal Labor Provisions (HUD 4010)** *This section is applicable to all Contracts and Sub-contracts* Federal Wage Determination assigned to this project: **CA20240007 12/20/2024 Mod# 18** attached hereto by reference.

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (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 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)

(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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 record 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 sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the other 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.

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

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

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

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

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

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (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 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, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 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, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) (WH-347 is included on pages 40).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance (WH-348 is included on pages 41)," signed by the contractor or sub-contractor 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 paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or sub-contractor 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 sub-contractor shall make the records required under paragraph 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 sub-contractor 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. Further- more, 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 5.12.

4. (i) **Apprentices and Trainees.** 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 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 a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-contractor'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. Sub-contracts. The contractor or sub-contractor 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 sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor 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 sub-contractor 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 sub-contractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

(ii) No part of this contract shall be sub-contracted to any person or firm ineligible for award of a

Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any sub-contractor 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 paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty 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 subparagraph (1) of this paragraph, the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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 sub- paragraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted con- tract subject to the Contract Work Flours 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Sub-contracts.** The contractor or sub-contractor shall insert in any sub-contracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

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 sub-contract so that such provisions will be binding on each sub-contractor. The Contractor shall take such action with respect to any sub-contract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

D. Company Sponsored Benefit Plans

Company sponsored benefit plans must be approved in writing by the Department of Labor. Documentation of such approval will be submitted within ten days of contract execution. Any deduction related to unapproved plans will require signed authorization from the employee to accompany the first payroll where the deduction is listed.

XXII. STATE LABOR STANDARDS PROVISIONS

This section is applicable to all Contracts and Sub-contracts unless the project meets the exemption provided in Section III.

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and sub-contractors are subject to the application of Section 1720 *et seq.* of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages. This project is also subject to the following California Labor Codes, 1771 *et seq.*, 1774, 1775, 1776, 1777, 1778, 1779, 1810-1815 *et seq.*, and 1861 *et seq.* All contractors and sub-contractors are subject to the provisions of Section 3700 of the California Labor Code 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. All contractors and sub-contractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or sub-contractor shall forfeit, as a penalty, \$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 hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay. All primary contractors and sub-contractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or sub-contractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). Link for registration and additional information is provided below: <http://www.dir.ca.gov/Public-Works/Contractors.html>

XXIII.

Contractor's/Sub-Contractor's Concerning Labor Standards and Prevailing Wage Requirements

This section is applicable to all Contracts and Sub-contracts unless the project meets the exemption provided in Section III.

Complete a wage comparison chart using both State and Federal wage rates and return within 10 days of

award for approval. It is the responsibility of the contractor to compare both Federal and State wages to determine and pay the higher of the two.

NO HELPER CLASSIFICATIONS ARE ALLOWED ON THIS PROJECT.

XXIV.

Other Provisions

Owner Operators: All owner operators must either be added to the General Contractors payroll and processed as an employee of the General -OR- owner operator must submit certified payrolls to the General for review. The General Contractor shall review for accuracy then sign the Statement of Compliance.

Trucking Brokers: Trucking brokers will not be allowed on the project. If the operator is an employee of the brokers agency and the agency is a licensed contractor, then the Broker Agency would be the sub-contractor and provide all of the required documents as outlined herein and perform as a sub-contractor.

Architectural Barriers Act and the Americans with Disabilities Act

§ 570.487 Other applicable laws and related program requirements.

Lead-Based Paint Poisoning Prevention Act. (EXISTING HOUSING ONLY) States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

If applicable, Contractor shall comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 75. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons. (SEE APPENDIX PROVIDED AND IS HERETO ATTACHED BY THIS REFERENCE)

Architectural Barriers Act and the Americans with Disabilities Act. (ALL CONSTRUCTION CONTRACTS) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone

(202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

[57 FR 53397, Nov. 9, 1992, as amended at 59 FR 33894, June 30, 1994; 60 FR 1916, Jan. 5, 1995; 61 FR 54922, Oct. 22, 1996; 64 FR 50225, Sept. 15, 1999; 80 FR 42367, July 16, 2015]

Build America, Buy America Act. (ALL CONSTRUCTION CONTRACTS)

This project must comply with the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver if applicable, this requirement must be met for the proposed project.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant/Project Number: _____ Name of Participant/Contractor: _____

Participant Address: _____ Signature _____ Date _____

Name/Title of Authorized Representative: _____

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant 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.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", 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 check the non-procurement List.
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 paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BUSINESS ENTERPRISE INFORMATION FORM

This form is required for <u>ALL</u> projects			
OWNER NAME:		OWNER PROJECT NUMBER:	
PROJECT DESCRIPTION:		PROJECT LOCATION:	
PRIME CONTRACTOR INFORMATION			
NAME/ADDRESS Name of firm: Contact Person: Address: City/State/Zip: Phone: Email:		TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER <input type="checkbox"/> SERVICE	SUBCONTRACTOR UTILIZATION <input type="checkbox"/> This project <u>WILL NOT</u> utilize subcontractors. <input type="checkbox"/> This project <u>MAY</u> utilize the following subcontractors
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER		AMOUNT OF CONTRACT/BID:	
SUBCONTRACTOR INFORMATION			NAME/ADDRESS
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker		Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/TRADE: CONTRACT AMOUNT:		NAME/ADDRESS Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SEC. 3 <input type="checkbox"/> OTHER <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service <input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker		NAME/ADDRESS Name of firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
TYPE OF CONTRACT/TRADE: CONTRACT AMOUNT:		NAME/ADDRESS Name of firm: Contact Person: Address: City, Zip: EIN/Phone: Email:	
GOALS FOR MBE & WBE PARTICIPATION			
		% MBE	% WBE
Construction		6.8%	6.9%
Equipment		6.8%	6.9%
Services		6.8%	6.9%
Supplies		6.8%	6.9%
FORM COMPLETED BY			
Name:	Title:	Phone:	
Signature	Date:	Email:	
FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID, WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE			

DBE=Disadvantaged Business Enterprise

WBE=Woman Owned Business Enterprise (8A)

MBE=Minority Business Enterprise

Federal-FORM C
CONTRACTOR/RECIPIENT CERTIFICATION

Firm Name _____ Phone _____

Address _____

Principle Service or Product: _____ Bid Amount: _____

Please indicate percentage of ownership

DBE/MBE/WBE _____ % Ownership Not a DBE/MBE/WBE Business

Prime Contractor Supplier of Material/Service

Subcontractor Broker

Sole Ownership Corporation

Partnership Joint Venture

Certified by _____ Title _____

Name _____ Date _____

IMPORTANT: Contractors can no longer self-certify. They must be certified by EPA, small business administration (SBA), Department of Transportation (DOT), or by state, local, tribal, or private entities whose certification criteria match EPA's.

California Public Utilities Commission where certifications can be obtained. [Certification](#)

Proof of certification must be provided; a copy of the contractor certification must be submitted with this form. Falsification of this certification by a firm selected to perform federally funded work may result in a determination that the firm is non-responsive and ineligible for future contracts.

This form must be submitted within 5 working days after the bid opening date

**CONTRACTOR'S/SUB-CONTRACTOR'S RACE AND
ETHNIC DATA REPORTING FORM**

Provide a copy of this form for the primary owner of the company. Instruction provided below.

Ethnic Categories*	Select One	
Hispanic or Latino	<input type="checkbox"/>	
Not-Hispanic or Latino	<input type="checkbox"/>	
Racial Categories*	Select All that Apply	
American Indian or Alaska Native	<input type="checkbox"/>	
Asian	<input type="checkbox"/>	
Black or African American	<input type="checkbox"/>	
Native Hawaiian or Other Pacific Islander	<input type="checkbox"/>	
White	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
Name:	Signature	Date

INSTRUCTIONS:

A. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

- 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

B. The five racial categories to choose from are defined below: You should check as many as apply to you.

- 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, The Philippine Islands, Thailand, and Vietnam
- 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American".
- 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Certification for a Drug-Free Workplace

U.S. Department of Housing and
Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above-named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above-named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work- place and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(l) 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 calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 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 of the following actions, within 30 calendar days of receiving notice under subparagraph d. (2), with respect to any employee who is so convicted ---

(l) 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 a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program /activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding)



Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Anti-Lobbying Certification

The undersigned official of _____ (contractor) certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of 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;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official

Date

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME:

Contractor Name:	Contractor Address:
License No:	

All contractors and sub-contractors shall forward this certification to the Local Contracting Agency prior to beginning work on the job site.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the applicable State and/or Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and/or State Dept. of Industrial Relations' wage determinations and select the following for the presented project(s):

(List Craft and Classifications here – use separate sheet if necessary)

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 Name:	Signature

Authority provided by Owner:

Name:	Signature	Date

**LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS**

CONTRACTOR:	DATE:
	PROJECT NUMBER (IF ANY):
CONTRACTOR LIC. NO.	PROJECT NAME:

1. The undersigned, having executed a contract with:

For the construction of the above identified project, acknowledges that:

- A. The labor standards provisions are included in the aforesaid contract;
- B. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her sub-contractors and any lower tier sub-contracts, is his/her responsibility.
- C. He/she is aware of the provisions of Section 1774 of the California Labor Code which requires that the State prevailing wage be paid to workmen employed in connection with the contract unless the project meets the exemption provided in Section III (pg. 3) of the Labor Compliance Manual and Contract Language. He/she is aware that if Federal funds are used to finance any part of the construction of the above-identified project, that the Davis-Bacon Act applies. He/she understands that the requirements for payment of prevailing wages apply to the work he/she will perform for this project and agree to comply with such requirements. He/she further realizes that the State and/or Federal Labor Standards, as well as any applicable CRA Policy on Payment of Prevailing wages, provide for various penalties for violation of prevailing wage laws including penalties of \$25.00 each calendar day or portion thereof each worker affected.

2. He/she certifies that:

- A. Neither he/she nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5 or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-2 (a).
- B. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor if such sub-contractor or any firm, corporation, partnership or association in which such contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

C. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any sub-contract, including those executed by his sub-contractors and any lower tier sub-contractors, a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the sub-contractors.

3. He/she certifies that:

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

(b) The undersigned is:

(1) A single proprietorship (3) A corporation in the State of:

(2) A partnership (4) Other organization
(Described)

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

Date:

(Contractor)

By: _____

Wage Determination Chart

State Rates				
Classification	BASIC HOURLY RATE	Total Hourly Fringe	Total HOURLY Rate	State Decision:
Apprentices:				
Federal Rates				
Classification	BASIC HOURLY RATE	Total Hourly Fringe	Total HOURLY Rate	Federal Decision:
Apprentices				

Completed By: _____

Reviewed by: _____

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:		Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
FRINGE BENEFITS	Health & Welfare \$ _____	PAID TO: Name: _____ Address: _____
	Pension \$ _____	PAID TO: Name: _____ Address: _____
	Vacation/ Holiday \$ _____	PAID TO: Name: _____ Address: _____
	Training and/or Other \$ _____	PAID TO: Name: _____ Address: _____
Classification: _____		Effective Date: _____
		Subsistence or Travel Pay: \$ _____
FRINGE BENEFITS	Health & Welfare \$ _____	PAID TO: Name: _____ Address: _____
	Pension \$ _____	PAID TO: Name: _____ Address: _____
	Vacation/ Holiday \$ _____	PAID TO: Name: _____ Address: _____
	Training And/or Other \$ _____	PAID TO: Name: _____ Address: _____
Classification: _____		Effective Date: _____
		Subsistence or Travel Pay: \$ _____
FRINGE BENEFITS	Health & Welfare \$ _____	PAID TO: Name: _____ Address: _____
	Pension \$ _____	PAID TO: Name: _____ Address: _____
	Vacation/ Holiday \$ _____	PAID TO: Name: _____ Address: _____
	Training And/or Other \$ _____	PAID TO: Name: _____ Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made. Submitted:

Contractor / Subcontractor	By:	Name / Title
----------------------------	-----	--------------

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of The Boxes Below

1. We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. _____ Enter name of the Committee
2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. _____ Enter name of the Committee
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.

List one occupation/craft per form

Date: _____	Contractor Requesting Dispatch:
To Applicable Apprenticeship Committee:	
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____
Tel. No. _____ Fax No. _____	License No. _____ PWC Registration Number: _____ Tel. No. _____ Fax No. _____

Project Information: PWC Project Number _____ Contract Number _____

Total Contract Amount. _____ **Sub-Contract Amount** _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission may be required. Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or

visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>

DAS 142 (Revised 10/18)



U.S. Department of Labor

Wage and Hour Division

PAYROLL

{For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm}

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

While compilation of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer for whom wages are paid has received wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

Date _____	(Name of Signatory Party) _____	(Title) _____
I, _____, do hereby state:		on the _____, that during the payroll period commencing on the _____ (Contractor or Subcontractor)
(1) That I pay or supervise the payment of the persons employed by _____ (Building or Work) _____, and ending the _____ day of _____, _____		
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said		

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (029 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957, 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(Contractor or Subcontractor)

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(1) That I pay or supervise the payment of the persons employed by

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on the _____ (Contractor or Subcontractor) that during the payroll period commencing on the _____ (Building or Work) day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(1) That pay or supervise the payment of the persons employed by _____ on the _____ (Contractor or Subcontractor) _____ that during the payroll period commencing on the _____ (Building or Work) _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the fu _____

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weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948-63; Start, 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

111

EXCEPTION (CRAFT)	EXPLANATION										
										REMARKS:	
NAME AND TITLE											SIGNATURE

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Department of Housing & Community Development
- CDBG Program

Section 3 Requirements & Forms

County of Tehama- Parking Lot Project

23A-CDBG-20004

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212
Yuba City, CA 95991

(916) 449-3944 p
(916) 449-3934 f

BBray@adamsashbygroup.com -Brenda
MWiggins@adamsashbygroup.com -Misti



SECTION 3 ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance to the greatest extent feasible. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/valid digital signatures (valid digital signatures will have a time/date stamp) prior to construction commencing (This is required for General Contractor and ALL Sub-Contractors).

Attached	Form	Who	Page
	Acknowledgement	All Contracts	2
	Intent to Comply	All Contracts	17
	Estimated Project Work Force Breakdown	Section 3 Triggered	18
	Form 2- List of Permanent Employees	All Contracts	19
	Worker/Targeted Worker/Employer Certification		20
	Qualification Document Checklist	All Contracts	21
	Business Concern Certification	Section 3 Triggered	22
	Form 3- Qualitative Efforts	Section 3 Triggered	23-24
	Form 4 -Section 3 Clause	Section 3 Triggered	25-26
	Form 5 -Quarterly Compliance Report	Section 3 Triggered	29

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to Adams Ashby Group, Inc. for all work performed:

	Labor Hours Tracking Form	All Contracts	27-28
--	---------------------------	---------------	-------

By signing below you acknowledge you have read and understand the provisions included in this document, will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

Signature:

Printed Name:

Company:

Date:

What is Section 3?

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

HUD funding through its HOME Investment Partnership Assistance (HOME), Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Shelter Grants (ESG), and Neighborhood Stimulus Program (NSP) programs. Allocation of the above funds trigger Section 3 requirements whenever the project creates the needs for new employment, contracting, or training opportunities.

Section 3 projects or activities involve housing construction, rehabilitation (including reduction and abatement of lead-based paint hazards), demolition, or other public construction. Section 3 is triggered when housing and community development financial assistance through HUD programs exceeds \$200,000. When financial assistance through the Lead Hazard Control and Healthy Homes program exceeds a threshold of \$100,000, Section 3 is triggered for that project.

Economic Opportunities Available Under Section 3

Under Section 3, job training, employment, and contracts may be available. Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3. Some example opportunities include:

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

Definitions:

Contractor – any entity entering a contract with:

- A recipient to perform work in connection with the expenditure of federal financial assistance or for work in connection with a Section 3 project or
- A subrecipient for work in connection with a Section 3 project.

Construction – the creation of a new or replacement facility, the substantial rehabilitation of an existing facility, or the limited rehabilitation of an existing facility. This includes construction and/or rehabilitation of water and wastewater systems. The cost of acquiring new or replacement equipment may be included in the cost of construction.

Labor Hours – the number of paid hours worked by persons on a Section 3 project.

Low-income person – low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent of the area median individual income. HUD limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>.

Materials supply contract – a contract entered into solely for the purchase of products or material.

Professional services – non-construction services that require an advanced degree or professional licensing, including but not limited to engineering services, architectural services, legal services, financial consulting, accounting services, and environmental assessment.

Recipient – any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 Business Concern – A business or non-profit business that meets at least one of the following criteria, documented within the last 6-month period:

- At least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers; or
- A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Project – any housing rehabilitation, housing construction, and other public construction project assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.

Section 3 Worker – any worker who currently fits, or when hired within the last 5 years fit, at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD (the worker is either low- or very low-income)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

Service Area/Neighborhood of the project – an area within 1 mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 Covered Assistance or arising in connection with a Section 3 Covered Project.

Subrecipient – the local government or organization awarded HOME, CDBG, HOPWA, ESG or NSP funds for an activity. The subrecipient may commonly be referred to as the "grantee" or the "community" over the course of the activity.

Targeted Section 3 Worker – any worker who meets at least one of the following criteria:

- Is employed by a Section 3 Business Concern or
- Currently fits or when hired fit at least one of the following categories, as documented within the past 5 years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5
 - A YouthBuild participant

Very Low-Income Person – very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>

YouthBuild – a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. The program was created under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226). More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>

Section 3 Compliance

HUD's regulations for implementing Section 3 mandates can be found at 24 CFR Part 75. These administrative rules establish the requirements to be followed to ensure the objectives of Section 3 are met. Federal rules do not require grant recipients to contract or subcontract with a Section 3 business concern, nor do the rules require hiring of Section 3 workers. However, grant recipients must be able to demonstrate that, where possible, contracting, employment, and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

Applicability and Threshold

Per 24 CFR § 75.3, Section 3 applicability is determined by meeting the requirements of three criteria:

1. The project is funded in whole or in part by HUD Community Planning (CPD) funding.
2. The funding is used for one of the following types of projects:
 - Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair, and replacement)
 - Housing construction
 - Other public construction (includes, but not limited to, construction of buildings, facilities, and infrastructure such as water, wastewater system, roadways, and drainage)
3. The total amount of the assistance cost of the project exceeds \$200,000, or \$100,000 for a lead-based paint project.

If a project does not meet all three of the above criteria, Section 3 is not applicable. Additionally, Section 3 is determined at the project level, which "is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing". If a local government or organization undertakes multiple projects that include federal funding, but are unrelated, Section 3 applicability is determined for each project.

Section 3 does not apply to all project types. The following types of projects are specifically exempt from complying with Section 3 requirements:

1. Contracts for materials.
2. Contracts for professional services (engineering, architecture, and non-construction services that require an advanced degree or professional licensing).
3. Procurement of equipment not related to housing rehabilitation, housing construction, or other public facilities construction, including fire trucks, ambulances, etc.

However, recipients who undertake projects that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Employment, Training, and Contracting Requirements

For qualifying projects that receive federal assistance, Section 3 has requirements pertaining to employment and training. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations (24 CFR §§ 75.9 & 75.19), recipients covered by this subpart shall ensure that employment and training opportunities in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or non-metropolitan county) in which the project is located.

Whenever possible, priority for opportunities and training should be given to:

To the greatest extent feasible, and consistent with Federal, state, and local laws and regulations (24 CFR §§ 75.9 & 75.19), recipients covered in this subpart shall ensure contracts for work awarded for Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the project is located.

When feasible, priority for contracting opportunities should be awarded to:

- Section 3 business concerns that provide opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- YouthBuild programs

All sub-recipients, contractors, and subcontractors must meet the above requirements, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, programs regulatory agreements, or contracts.

Sub-recipients/Grantees receiving Federal funds must include language applying Section 3 in any agreement or contract for a Section 3 project.

Section 3 and Targeted Section 3 Workers

To meet the Section 3 reporting requirements, all workers at the project must be classified as one of 3 worker categories – report the most restrictive category that is appropriate for an individual worker:



All individuals performing applicable work / labor hours for the Federally funded project that do not meet one of the Section 3 designations are reported only under the “All Workers” category.

Criteria for Section 3 Worker Designation

To comply with Section 3 reporting requirements, the grant recipient must determine whether each individual performing construction or administrative work on the project meets the criteria for a Section 3 Worker. A Section 3 Worker is any worker who currently, or when hired by the current employer within the past five years, fits at least one of the following categories:

- The worker's individual income for the previous or annualized calendar year is below the income limit published annually by HUD.

NOTE: Income of family members other than the employee are excluded from this determination.

- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

Criteria for Targeted Section 3 Worker Designation

The Targeted Section 3 Worker is a worker that is:

- Employed by a Section 3 business.
- Currently fits or when hired fit in at least one of the following categories, as documented within the last five years:
 - Low- or very low-income worker living within the service area of the project. The service area is within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached.
 - A YouthBuild participant.

All Targeted Section 3 Workers are also considered Section 3 Workers. When comparing the two definitions above, the only difference between a Section 3 Worker and a Targeted Section 3 Worker lies in how close in proximity the worker resides to the Section 3 project.

The status of workers on the Section 3 project will be determined by one of the following methods:

1. Worker income certification: The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked. One form will be provided for a Section 3 Worker/ Targeted Worker Certification (pg.21-22).
2. Worker is employed by a Section 3 Business Concern: The contractor or subcontractor can provide documentation that it qualifies as a Section 3 Business Concern (pg.23). All employees of a qualifying business will be considered Section 3 Workers.
3. Worker certification of participation in a means-tested program such as public housing or Section 8-assisted housing.

4. Certification from a public housing authority (PHA), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs.
5. Worker is a YouthBuild participant: Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a YouthBuild program.
6. Employer wage records: The employer can provide certified documentation that the worker's income from that employer is below the income limit for the corresponding area median income when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

Section 3 Service Area

To correctly identify Targeted Section 3 Workers, you must first confirm the Section 3 Service Area (A service area map is provided on page 30). A Section 3 Service Area for a project is determined as follows:

- Identify the project site. For infrastructure projects, the project site is the area included in the Environmental Review project description. The center point of this project is the basis for the Section 3 Service Area.
- Identify a circle with a one-mile radius, with the project site central point as the origin.
- Calculate the population that resides within the one-mile circle. If it is less than 5,000 people (according to the most recent U.S. Census), then aggregate census block group geographies totaling a minimum of 5,000 persons that both:
 - Surrounds all components of the project site, AND
 - Most closely approximates a circle shape.

Criteria for Section 3 Business Designation

The Section 3 Final Rule has changed the definition of a Section 3 Business Concern to meet one of the following criteria:

- It is at least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the previous three-month period are performed by Section 3 Workers; or
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Self-Certification form and provide requested backup documentation. Documentation of Section 3 status can also be met by inclusion on any list or database published by HUD reporting Section 3 status.

Section 3 Business status will be reported once for each contract for services. Once a business is determined to be a Section 3 Business, the designation will remain in effect for the life of the contractor for services. Records supporting this status must be made available upon request to HUD, or other state and federal authorized officials.

For construction contractor certified payroll reports, HUD requires the first payroll on which each employee appears to include the employee's name and an individually identifying number. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees.

NOTE: Section 3 Businesses may only be selected in accordance with procurement standards including price, ability, and willingness to comply with program requirements to be considered the lowest responsible bidders on contracting opportunities. Grant recipients should make every effort to ensure that Section 3 Businesses are able to effectively participate in the opportunity. Contractors and others should direct their efforts to award subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 Businesses.

Establishing Section 3 Status	
A Section 3 Business Concern Status	A Section 3 Worker Status
Businesses verify their status as a Section 3 Business Concern at the time the contract is awarded. Documentation proving status must be provided within 6 months.	Workers are established as Section 3 Workers or Targeted Section 3 Workers at either the date of initial hire/contract or Employee Certification date.
Once verified, a Section 3 Business Concern maintains its Section 3 status for as long as it continues to meet the definition. (24 CFR § 75.5)	Established Section 3 Workers or Targeted Section 3 Workers may count their labor hours for five years from the date used to establish their status.*
Section 3 defers to local, state, and other federal rules and regulations. (24 CFR §§ 75.9 & 75.19)	Workers may re-establish their status as a Section 3 Worker or Targeted Section 3 Worker at the end of the five-year period.
* Do not look back prior to the effective date of the New Rule, November 30,2020.	

Determining Income Levels

Low income is defined as 80% or below the median income of that area.

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

Annualized Income Formula:

Base rate of pay \$ _____ x2080= _____

Please see below the current income limits for project location:

2024 Section 3 Income Limit		
County of: Tehama 1 Person =	Low \$49,250	Very Low \$30,800

Benchmarks and Minimum Numerical Goals

HUD has established benchmarks for labor hours worked for both Section 3 Workers and Targeted Section 3 Workers for qualifying Section 3 projects as part of the revised Section 3 rule:

- Section 3 Workers = 25% of total labor hours
- Targeted Section 3 Workers = 5% of total labor hours

Targeted Section 3 Workers are a subset of Section 3 Workers and any labor hours counted toward the total for Targeted Section 3 Workers will also count toward the total for Section 3 Workers.

HUD considers all sub-recipients who meet or exceed both benchmarks for Section 3 Workers and Targeted Section Workers to be in compliance. If a sub-recipient is unable to meet the benchmarks, the sub-recipient must report on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such **qualitative efforts** may, for example, include but are not limited to the following:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
2. Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
3. Provided training or apprenticeship opportunities.
4. Directed Section 3 Workers to obtain financial literacy training and/or coaching.
5. Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
6. Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
7. Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
8. Hosted job fairs.
9. Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
10. Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
11. Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
12. Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
13. Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
14. Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
15. Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce (<http://www.mbda.gov/>)

Reporting

For Section 3 covered contracts, contractors must submit the Section 3 Labor Hours Tracking Form (pg. 28-29) on a weekly basis and the Section 3 Year-End Report should be submitted annually. The information required includes:

- The total number of labor hours worked
- The total number of labor hours worked by Section 3 Workers
- The total number of labor hours worked by Targeted Section 3 Workers
- The percentage of labor hours worked by Section 3 Workers
- The percentage of labor hours worked by Targeted Section 3 Workers
- If benchmarks are unmet, qualitative efforts and explanation of those efforts

1. Pay Request Reporting

- Contractors are required to submit a labor hours report (pg. 28-29) with each payroll.

2. Annual Reporting

- Once a year, contractors must submit a final Section 3 cumulative report for the program year.
- Upon completion of a project, a final review will be conducted of the project's overall performance and compliance.
- The Section 3 data will be submitted to HUD/HCD for the reporting period.

Responsibilities

1. Design and implement procedures to comply with the requirements of Section 3. Create forms and manuals to maintain and verify compliance. Ensure contractor and subcontractor awareness of and compliance with Section 3 benchmarks and responsibilities.
2. Verify Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns (pg. 21-23).
3. Facilitate compliance among developers and contractors through pre-construction meetings.
4. Provide contractors with resources to locate certified Section 3 Workers and Section 3 Businesses.

5. Incorporate Section 3 Clause (Form5, pg. 26-27) into all contracts.
6. Review funding applications for Section 3 applicability, capacity, and appropriate planning.
7. Prior to award of construction contract, require submittal of Intent to Comply (pg. 17) and current staff list (Form 2, pg.18) from all contractors scheduled for project.
8. Check scheduled contractors and subcontractors against the federal Debarment list (www.sam.gov).
9. Collect Section 3 Compliance Reports/Labor Hours Tracking Form (pg. 28-29) from all Section 3 Covered Projects.
10. Document files for compliance efforts, including records of job vacancies, solicitation for bids or proposals, selection materials, and contracts.

Subrecipient – Developer – Contractor – Subcontractor Responsibilities

Section 3 applies to all projects that are receiving federal funding in excess of \$200,000 (or \$100,000 for lead-abatement projects). Sub-recipients, developers, contractors, or subcontractors that receive contracts with federal funding are required to comply with the Section 3 regulations. Subrecipients, developers, contractors, and subcontractors are responsible for communicating Section 3 information and regulations to everyone involved in the project.

Responsibilities of the sub-recipient/developer/contractor/subcontractor include the following:

1. Notification of Section 3 opportunity shall be advertised with one or more of the following:
 - News paper publication
 - Job training and placement agencies
 - Previously funded affordable housing sites
 - Local union halls
 - List of certified Section 3 Workers and Section 3 Businesses
 - Small business development agencies

2. Incorporate Section 3 Clause (Form 4, pg. 26-27) into all contracts.
3. Ensure subcontractors are aware of Section 3 requirements and responsibilities.
4. Certify Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns (See Pages 20).
5. Attend pre-construction meetings.
6. Prior to award of construction contract, submit Intent to Comply (pg. 17) and current staff list (Form 2, pg.18) for Prime Contractor.
7. Submit Section 3 labor hours tracking with each payroll (pg 28-29).
8. Document files for compliance efforts including records of job vacancies, solicitation for bids or proposals, selection materials, and contracts. Maintain records for a minimum of five years.
9. If reporting indicates that the contractor has not met the Section 3 benchmarks described in § 75.23, the contractor must report the qualitative efforts pursued such as engaging in outreach efforts to generate Section 3 Workers, providing training or apprenticeship opportunities, engaging in outreach efforts to identify and secure bids from Section 3 business concerns, and promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.

Complaints

Per §75.33, complaints alleging failure of compliance with Section 3 may report to the HUD program office responsible for the Section 3 project (<https://www.hud.gov/>), or to the local HUD field office.

Region IX HUD Local Field Office
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104
415-489-6400
CA_Webmaster@hud.gov

HUD Washington
Assistant Secretary, Fair Housing and Equal Opportunity Office of Economic Opportunity
Room 5100, Dept. of HUD
451 Seventh Street, SW
Washington, DC 20410
202-708-1112

FAQs

Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

What recordkeeping responsibilities do contractors and subcontractors have if they receive Section 3 covered contracts?

Contractors and subcontractors should maintain and provide any documentation that will assist in demonstrating Section 3 compliance to HUD including documentation that shows hours worked by all workers, Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR § 75.31 (https://www.ecfr.gov/cgi-bin/retrieveECFR?n=pt24.1.75#se24.1.75_131).

What if my company does not meet all benchmark goals for employment or contracting?

If reporting indicates the company has not met the Section 3 benchmarks, the company should report on the qualitative nature of its activities such as those listed on pages 11 of this manual.

Can a nonprofit organization be considered a business concern for the purposes of Section 3?

Yes. A nonprofit organization can be a business concern. Nonprofit organizations must meet the criteria of a Section 3 business concern as defined in 24 CFR § 75.5 in order to receive Section 3 preference.

Can contracting with a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only Minority Business Enterprises (MBEs) / Women Business Enterprises (WBE) that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

Do Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged, but not required. However, a contract to replace windows that includes the removal of existing windows, and the installation of new windows would be covered due to the involvement of labor.

Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3? Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and Very Low-Income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

What documentation must be maintained by contractors and subcontractors certifying that low- and very low-income individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR Part 73. Please see pages 7-9 of this manual.

Will there be changes to the benchmark requirements?

The Secretary of HUD is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register no less frequently than once every three years.

If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local, or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds \$200,000 (or \$100,000 for a lead-abatement project).

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

Developers, contractors, and subcontractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary opportunities. Benchmark goals include the calculation of all Section 3 Worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project. Developers, contractors, and subcontractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

Are all public housing residents considered Section 3 Workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Do the benchmark requirements only count toward new hires?

No. The rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident, they will need to re-certify as either a Section 3 Worker or a Targeted Section 3 Worker under 24 CFR part 73.

Intent To Comply Compliance Certification

To be completed and returned by all Contractors and Sub-Contractors.

Project Name: _____ Developer/Owner: _____

Contractor Name: _____

Contractor Address: _____

Contact Person: _____ Phone: _____ Email: _____

Contract Amount (\$): _____ Date of Contract: _____

The undersigned owner and general contractor of the above-referenced project is committed to comply with the Section 3 Act and Section 3 regulations. We will work with the owner and the general contractor to ensure compliance, to the greatest extent feasible, through the employment of Section 3 Workers and Targeted Section 3 Workers. Furthermore, the owner hereby agrees to implement at least the following actions directed towards employing Section 3 Workers and Targeted Section 3 Workers:

- The owner or general contractor must submit the Section 3 Year End Monitoring Report by July 10th of each fiscal year.
- The general contractor and subcontractors must submit Labor Hours Tracking Form on all Section 3 covered projects.
- The owner or general contractor shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 files should be clearly maintained and be available for review.
- The owner and general contractor will make best efforts to ensure that all Section 3 Business Concerns, and Targeted Section 3 Workers within the Service Area are notified of pending opportunities.
- The owner and general contractor will ensure all subcontractors are aware of their obligation to meet Section 3 benchmarks laid out in this Section 3 Guidance Manual. Subcontractors will consult with the general contractor regarding questions and reporting.
- The owner or general contractor understands that progress and/or final payments may be withheld until Section 3 compliance is met.

We the undersigned, have read and fully agree to this Section 3 Compliance Certification, and become party to the full implementation of this program.

Contractor/Sub-Contractor: _____

Signature: _____

Title: _____

Date: _____

Federal Section 3
Estimated Project Work Force Breakdown

This document must be submitted by ALL Sub-Contractors

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be filled with Section 3 and/or Targeted Section 3 workers and their estimated hiring date.
Supervisor				
Professional				
Technical				
Office/Cleric.				
Trade				
J Journeyman				
Apprentices				
Trainees				
Others				
Trade				
J Journeyman				
Apprentices				
Trainees				
Other				
TOTAL:	0	0	0	0

Section 3 Resident:

Individuals residing within the Section 3 Area whose family income does not exceed 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. See attached income schedule.

Person Completing Form: _____

Authorized Signature _____ Date: _____

The employment and training component of Section 3 applies to the prime contractor and all subcontractors providing construction services or professional services to the CDBG programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any subcontracts.

To be in compliance with HUD's/HCD's new Section 3 benchmarks, 25% of total labor hours must be Section 3 Workers and 5% of total labor hours must be Targeted Section 3 workers. Please note the Section 3 workers and Targeted Section 3 Workers must meet the minimum qualifications for the available job.

Federal Section 3
FORM 2-List of Permanent Employees

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted prior to work commencing or with application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office). Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer, job category, hire date and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Classification/ Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker Y/N	Hire Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

This project is subject to Section 3 of the HUD Act of 1968 and its associated regulations, 24 CFR Part 75. The information below must be collected and provided for all employees on-site to demonstrate compliance with meeting benchmark goals.

TO BE COMPLETED BY EMPLOYER -or- WORKER WORKER INFORMATION

1. Name: _____

Address: _____ Email: _____

City: _____ Zip Code: _____ Phone Number: _____

2. Please view the **Official State Income Limits**. Check to see if the worker's Gross Annual Income (based on the wages paid or their annual income calculated on an annualized process) is **AT/BELOW** or **ABOVE** the amount listed for the county the **WORKER RESIDES**. Thank you for taking the time to fill this out.

Annualized Income Formula: Base rate of pay \$_____ x2080=_____

Low-Income Maximum (80% Area Median Income)				
Employee County of Residence/ Income Limit:	Current WORKER income (annualized) is		Worker's Income within Past 5 Years or at Time of Hire was At/Below or Above	
	At/Below	Above	At/Below	Above
\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are they or were they a YouthBuild Participant within a 5-year window beginning 11/30/2020?

Yes No Unknown

5. Are they or were they a resident of public housing within a 5-year window beginning 11/30/2020?

Yes No Unknown

6. Are they or were they a resident of other public housing projects or Section 8-assisted housing within a five year window beginning 11/30/2020? Yes No Unknown

7. Do they live within one mile of the service area/neighborhood of this project? Yes No

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Worker Signature: _____ Date: _____

EMPLOYER INFORMATION

Company Name: _____

Is the company a Section 3 Business Concern? Yes No

Defined as at least 51% owned and controlled by low- or very low-income persons;

OR over 75% of labor hours for the business over the prior 3-month period are performed by Section 3 workers;

OR 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing.

Employee Job Classification: _____ Employee Hire Date: _____

Project Name: _____ Contract Award Date: _____

Name/Title: _____

Signature: _____ Date: _____

Federal Section 3

Qualification Documentation Checklist

Contractors and subcontractors must maintain documentation to ensure the workers meet the definition of a Section 3 Worker or a Targeted Section 3 Worker, at the time of hire or the first reporting period. Please check off documents provided:

For a worker to qualify as a Section 3 Worker, ONE of the following must be maintained:

- A worker's self-certification that their income is below the income limit for the prior calendar year;
- A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- Certification from a PHA (Public Housing Authority), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- An employer's certification that the worker's income from that employer is below the income limit when based on the employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 Worker, ONE of the following must be maintained:

- An employer's confirmation that a worker's residence is within one mile of the work site, or if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- An employer's certification that the worker is employed by a Section 3 business concern; or
- A worker's self-certification that the worker is a YouthBuild participant.

A Section 3 business concern means meeting ONE of the following criteria, documented within the last six-month period:

- Proof that the business is at least 51 percent owned and controlled by low- or very low-income persons;
- Proof that over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- Proof that the business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Federal Section 3

Business Concern Certification

To self-certify as a Section 3 Business Concern, per 24 CFR § 75, the company or firm must meet at least one of the categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 Business.

Please read the following statements and check all that apply to your business.

Check if Applies	Section 3 Business Category	Additional Required Data
<input type="checkbox"/>	51% or more of the business is owned by low- or very low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners.
<input type="checkbox"/>	75% of the labor hours performed for the business over the prior 3 month period were performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 Workers.
<input type="checkbox"/>	At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit.
<input type="checkbox"/>	None of the above apply to this business.	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Authorized Signature

Date

Printed Name

Title

Business Name: _____

Business Address: _____

Telephone Number: _____ Type of Business (Check One):

Corporation

Sole Proprietorship

Partnership

Joint Venture

County or Metropolitan Service Area (MSA).

Where business is Located: _____

Business Services (list): _____

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all **Section 3-triggered** projects (over \$200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.
- **If not currently hiring** and later in the project period end up needing to hire please explain the intended method of filling the position/positions.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS
(Continued)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples.
Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
<https://northstatejobs.com/post-a-job/>
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
- Provided training or apprenticeship opportunities.
- Directed Section 3 Workers to obtain financial literacy training and/or coaching.
- Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
- Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Hosted job fairs.
- Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
- Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
- Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
- Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
- Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce
<https://californiaucp.dbesystem.com/> https://dsbs.sba.gov/search/dsp_dsbs.cfm

Federal Section 3

Form 4-Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to engage in qualitative efforts including but not limited to:
 - a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
 - b. Providing training or apprenticeship opportunities.
 - c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
 - d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
 - e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
 - f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
- F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

Federal Section 3

Form 4-Section 3 Clause

(Continued)

a. Employment and Training

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training should be given to:
 1. Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild participants.

b. Contracting

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities should be given to:
 1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
 2. YouthBuild programs.

F. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

G. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

J. Contractor will retain all documentation, contracts, and records for a minimum of five years.

Labor Hours Tracking Form

Section 3 Workers and Targeted Section 3 Workers

This form -or- a similar spreadsheet must be submitted with the weekly Certified Payroll.

All worker hours (Section 3 or not) should be reported.

Date: _____

Week Ending Reporting: _____

Project Name: _____

Project Address: _____

Business Name/Contractor-Subcontractor Name: _____

Business/Contractor-Subcontractor Address: _____

Name and Position of Person Preparing Report: _____

Name of Employee	Worker Classification	Section 3 Worker Yes or No	Targeted Section 3 Worker Yes or No	Total Hours Worked

Federal Section 3
FORM 5-Quarterly Project Compliance Report

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted according to the following schedule:

Quarterly

January – March: Due April 15th
April – June: Due July 15th
July – September: Due October 15th
October – December: Due January 15th

Final

Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Contractor Section 3 Point of Contact:	
Phone:	Email:

II. SECTION 3 HOURS WORKED – Report the number of Section 3 hours for this reporting period. Attach time records to support the information provided.

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

III. TARGETED SECTION 3 HOURS WORKED – Report the number of targeted Section 3 hours for this reporting period. Attach time records to support the information provided.

A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

IV. QUALITATIVE EFFORTS – If this report indicates numeric goals were not met, attach FORM 4 describing any qualitative efforts made to increase Section 3 participation for this reporting period.

V. ADDITIONAL ATTACHMENTS – For the final Section 3 compliance report, attach BUSINESS ENTERPRISE INFORMATION FORM and FORM 3 with updated information.

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Section 3 Process

24 CFR 75

Meeting



(Owner/Developer/Contractor attends pre construction meeting.

Advertise & Document



Contractor advertises job opportunities. Contractor posts Section 3 information at job site. Contractor submits all documentation of compliance efforts.

Contract



Contract is granted. Contractors review Section 3 Plan provided in order to comply with Section 3 regulations.

Clause



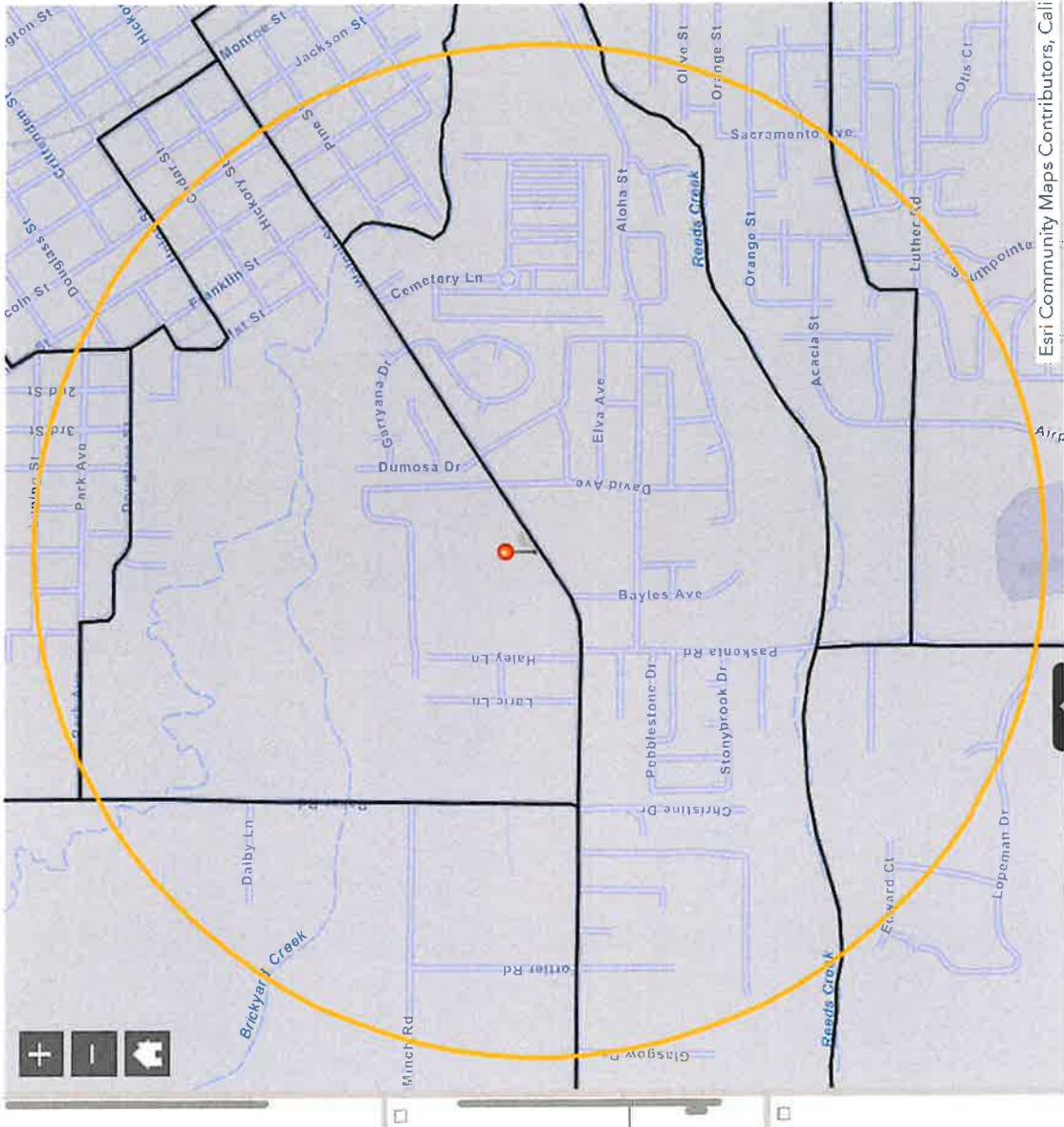
Section 3 Clause is incorporated into contract and in all future subcontractor contracts the Owner/Contractor creates. Contractor ensures all subcontractors are aware of Section 3 requirements and responsibilities.

Yearly Reporting



Contractor submits Section 3 Summary Report as requested by HCD

Section 3 Service Area Map



Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with 24 C.F.R. § 75.19.

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient block groups are selected to encompass a population of 5,000 or more according to the most recent census.

Start the search by typing in the address of the Section 3 Project, the map will automatically zoom to the selected address, highlight all block groups that are included - **in full or in part** - within the default 1 mile radius, and provide a sum of the populations all highlighted block groups. Use the slider bar to expand the radius of the circle until the block groups total a population 5,000 or higher. Population total shows green when you have reached the population threshold. Population numbers are from Section 3 Neighborhood Service Area.



Population of Census Block Groups Within or Intersected by Radius

"General Decision Number: CA20240007 12/20/2024

Superseded General Decision Number: CA20230007

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered |. Executive Order 14026 |
into on or after January 30, | generally applies to the |
2022, or the contract is | contract. |
renewed or extended (e.g., an |. The contractor must pay |
option is exercised) on or | all covered workers at |
after January 30, 2022: | least \$17.20 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 2024. |

If the contract was awarded on|. Executive Order 13658 |
or between January 1, 2015 and| generally applies to the |
January 29, 2022, and the | contract. |
contract is not renewed or |. The contractor must pay all |
extended on or after January | covered workers at least |
30, 2022: | \$12.90 per hour (or the |
| applicable wage rate listed |
| on this wage determination, |
| if it is higher) for all |

| hours spent performing on |
| that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/05/2024
1	01/12/2024
2	01/19/2024
3	02/09/2024
4	02/16/2024
5	03/01/2024
6	03/08/2024
7	04/12/2024
8	05/24/2024
9	06/14/2024
10	07/05/2024
11	07/12/2024
12	07/26/2024
13	08/23/2024
14	09/06/2024
15	09/13/2024
16	10/18/2024
17	12/13/2024
18	12/20/2024

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all

types of mechanical systems)

Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

ASBE0016-007 05/01/2024

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates	Fringes
-------	---------

Asbestos Removal

worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

AREA 1.....	\$ 34.56	11.40
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

Rates	Fringes
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BOILERMAKER

(1) Marin & Solano Counties.....	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2023

Rates	Fringes
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MARBLE FINISHER.....\$ 41.18 18.58

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

Rates	Fringes
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BRICKLAYER

AREA 1.....	\$ 52.76	25.01
AREA 2.....	\$ 57.02	28.50

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2023

Rates Fringes

TERRAZZO FINISHER.....	\$ 43.90	19.51
TERRAZZO WORKER/SETTER.....	\$ 59.06	28.31

BRCA0003-010 04/01/2024

Rates Fringes

TILE FINISHER

Area 1.....	\$ 35.00	17.44
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 37.75	19.28
Area 4.....	\$ 35.78	19.23

Tile Layer

Area 1.....	\$ 55.55	21.08
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 59.92	22.62
Area 4.....	\$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 08/01/2023

Rates Fringes

MARBLE MASON.....	\$ 60.20	28.82
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CARP0034-001 07/01/2021

Rates Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

CARP0034-003 07/01/2021

Rates Fringes

Piledriver.....	\$ 54.10	34.69
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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits

of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

Rates Fringes

Drywall Installers/Lathers:

Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26

Drywall Stocker/Scrapper

Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

Rates Fringes

Modular Furniture Installer

Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03

Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway		
Carpenter.....\$ 52.65	30.82	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 45.57	30.82	
Journeyman Carpenter.....\$ 45.42	30.82	
Millwright.....\$ 47.92	32.41	

ELEC0180-001 06/01/2024

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....\$ 66.44	3%+27.84	
ELECTRICIAN.....\$ 59.06	3%+27.83	

ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications

Installer.....\$ 48.44	27.60	
Technician.....\$ 55.71	27.82	

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Communications System

Sound & Communications	
Installer.....\$ 29.35	3%+15.35
Sound & Communications	
Technician.....\$ 33.75	3%+15.35

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

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

D. SECURITY SYSTEMS Perimeter security systems

Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems **WORK EXCLUDED** Raceway systems are not covered

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

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

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN

Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 42.50 20.95

ZONE RATE:

70-90 miles - \$10.00 per hour

91+ miles - \$15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 59.17 32.04

ELEC0551-005 12/01/2024

MARIN & SONOMA COUNTIES

Rates Fringes

Sound & Communications

Installer.....\$ 51.59	28.20
Technician.....\$ 59.33	28.43

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2024

MODOC and SISKIYOU COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 45.00 19.88

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates Fringes

Line Construction

(1) Cable Splicer.....\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer,	

Heavy Line Equipment Man....\$ 60.54 4.5%+22.15
(3) Tree Trimmer.....\$ 37.84 4.5%+14.30
(4) Line Equipment Man.....\$ 53.82 4.5%+19.40
(5) Powdermen,
Jackhammers.....\$ 40.37 4.5%+14.30
(6) Groundman.....\$ 33.37 4.5%+14.30

ELEC1245-004 06/01/2024

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 70.16 24.46
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....\$ 53.30 22.01
(3) Groundman.....\$ 40.76 21.51
(4) Powderman.....\$ 51.87 18.79

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

ELEV0008-001 01/01/2024

Rates Fringes

ELEVATOR MECHANIC.....\$ 80.76 37.885+a+b

FOOTNOTE:

- a. 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.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2024

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....\$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....\$ 55.65	39.55
(3) Booster Pump Operator; Deck	
Engineer; Deck mate; Dredge Tender; Winch	
Operator.....\$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 51.23	39.55
AREA 2:	
(1) Leverman.....\$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....\$ 57.65	39.55
(3) Booster Pump Operator; Deck	
Engineer; Deck mate; Dredge Tender; Winch	
Operator.....\$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 53.23	39.55

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
 Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
 Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
 Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

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

Area 2: Remainder

TRINITY COUNTY:

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

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

Rates Fringes

**OPERATOR: Power Equipment
(LANDSCAPE WORK ONLY)**

GROUP 1

AREA 1.....	\$ 52.40	28.52
AREA 2.....	\$ 54.40	28.52

GROUP 2

AREA 1.....	\$ 48.80	28.52
AREA 2.....	\$ 50.80	28.52

GROUP 3

AREA 1.....	\$ 44.19	28.52
AREA 2.....	\$ 46.19	28.52

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

Rates	Fringes
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OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15

GROUP 3
Lifting devices.....\$ 49.14 31.15
Oiler.....\$ 42.89 31.15
Truck Crane Oiler.....\$ 45.12 31.15

GROUP 4
Lifting devices.....\$ 47.37 31.15
GROUP 5
Lifting devices.....\$ 44.73 31.15
GROUP 6
Lifting devices.....\$ 42.50 31.15

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

GROUP 1
Cranes.....\$ 53.27 31.15
Oiler.....\$ 43.72 31.15
Truck Crane Oiler.....\$ 45.95 31.15
GROUP 2
Cranes.....\$ 51.50 31.15
Oiler.....\$ 43.45 31.15
Truck Crane Oiler.....\$ 45.73 31.15

GROUP 3
Cranes.....\$ 50.02 31.15
Hydraulic.....\$ 45.07 31.15
Oiler.....\$ 43.23 31.15
Truck Crane Oiler.....\$ 45.46 31.15

GROUP 4
Cranes.....\$ 48.00 31.15
GROUP 5
Cranes.....\$ 46.70 31.15

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

SHAFTS, STOPES, RAISES:
GROUP 1.....\$ 56.82 31.03
GROUP 1-A.....\$ 49.99 31.15
GROUP 1A.....\$ 59.29 31.03
GROUP 2.....\$ 55.56 31.03
GROUP 3.....\$ 54.23 31.03
GROUP 4.....\$ 53.09 31.03
GROUP 5.....\$ 51.95 31.03

UNDERGROUND:
GROUP 1.....\$ 47.42 31.15
GROUP 1-A.....\$ 49.89 31.15
GROUP 2.....\$ 46.16 31.15
GROUP 3.....\$ 44.83 31.15
GROUP 4.....\$ 43.69 31.15
GROUP 5.....\$ 42.55 31.15

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

GROUP 5: Cast-in-place pipe laying machine; Combination
slusher and motor operator; Concrete conveyor or concrete
pump, truck or equipment mounted; Concrete conveyor,
building site; Concrete pump or pumpcrete gun; Drilling
equipment, Watson 2000, Texoma 700 or similar; Drilling and
boring machinery, horizontal (not to apply to waterliners,
wagon drills or jackhammers); Concrete mixer/all; Person
and/or material hoist; Mechanical finishers (concrete)

(Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

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

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

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunit); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site);

Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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

ALL CRANES AND ATTACHMENTS

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

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

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

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

PILEDRIVERS

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

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

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

AREA DESCRIPTIONS:

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

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0118-012 01/01/2024

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

Rates	Fringes
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IRONWORKER.....	\$ 41.00	34.20
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IRON0118-013 01/01/2024

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

Rates	Fringes
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IRONWORKER.....	\$ 47.45	34.90
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LABO0067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,

LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Marin and Napa Counties.....	\$ 37.75	29.69
Remaining Counties.....	\$ 36.75	29.69

LABO0067-005 01/01/2024

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

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.32
Area B.....	\$ 36.26	27.32
Traffic Control Person I		
Area A.....	\$ 37.56	27.32
Area B.....	\$ 36.56	27.32
Traffic Control Person II		
Area A.....	\$ 35.06	27.32
Area B.....	\$ 34.06	27.32

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

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

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 36.29 25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates	Fringes
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LABORER (CONSTRUCTION CRAFT**LABORERS - AREA B:)**

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

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

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

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

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

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

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

GROUP 1-d: Maintenance and repair track and road beds. All

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

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

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0185-008 07/01/2023

Rates Fringes

Plasterer tender.....\$ 39.77 28.54

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

LABO0261-002 07/01/2023

MARIN COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 37.26 27.30
Traffic Control Person I....\$ 37.56 27.30
Traffic Control Person II...\$ 35.06 27.30

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

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

MARIN COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 37.54	25.55
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MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

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

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

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

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$

.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

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

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

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

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

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzelman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0261-015 07/01/2023

Rates Fringes

Plasterer tender.....\$ 39.77 28.54

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

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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

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

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 36.84	26.24
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LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

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

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

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

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work

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

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

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

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

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

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

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

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0324-019 07/01/2023

Rates Fringes

Plasterer tender.....\$ 39.77 28.54

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

PAIN0016-004 01/01/2024

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates Fringes

Painters:.....\$ 50.51 27.66

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 56.28 29.94

PAIN0016-007 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

Painters:.....\$ 40.85 22.40

SPRAY/SANDBLAST: \$ 0.50 additional per hour.

EXOTIC MATERIALS: \$ 1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 59.00 33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on

Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 56.22 34.00

* PAIN0567-001 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....\$ 36.87 15.82
Spray Painter & Paperhanger.\$ 38.87 15.82

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....\$ 34.27 16.47

* PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....\$ 43.25 35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway

Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striping: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 48.54 26.59

PLAS0300-003 07/01/2018

Rates Fringes

PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....\$ 32.70 31.68
AREA 355: Marin.....\$ 36.73 31.68
AREA 355: Napa & Sonoma Counties.....\$ 32.70 31.68

PLAS0300-005 07/01/2016

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 32.15 23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)

(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well

as refrigeration
pipefitting, service and
repair work - MARKET
RECOVERY RATE.....\$ 69.70 46.38
(2) All other work - NEW
CONSTRUCTION RATE.....\$ 82.00 48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter)....\$ 69.70 33.15

PLUM0228-001 07/01/2024

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 48.00 39.79

PLUM0343-001 07/01/2024

NAPA AND SOLANO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER

Light Commercial.....\$ 30.85 20.40
All Other Work.....\$ 69.60 36.63

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 52.14 18.71

PLUM0355-001 07/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Underground Utility Worker
/Landscape Fitter.....\$ 34.51 18.30

PLUM0442-003 07/01/2024

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....\$ 54.05 36.99

PLUM0447-001 07/01/2024

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER

Journeyman.....\$ 64.37 29.25
Light Commercial Work.....\$ 53.08 23.52

ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....\$ 52.47 22.31

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Roofer.....\$ 46.73 21.36

SFCA0483-003 08/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 79.13 38.51

SFCA0669-003 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

SPRINKLER FITTER.....\$ 46.46 27.97

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates Fringes

Sheet Metal Worker

 Mechanical Contracts

 \$200,000 or less.....\$ 55.92 45.29
 All other work.....\$ 64.06 46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 47.85 41.90

SHEE0104-010 07/01/2020

ALPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 43.50 37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER

Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2024

Rates Fringes

Truck drivers:

GROUP 1.....\$ 41.54 33.25
GROUP 2.....\$ 41.84 33.25
GROUP 3.....\$ 42.14 33.25
GROUP 4.....\$ 42.49 33.25
GROUP 5.....\$ 42.84 33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without

auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when

pulling fuel and/or grease tank trailers or other
miscellaneous trailers; Vacuum Trucks 7500 gals and over
and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low
bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than
""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION"