

**CITY OF CAPITOLA  
DEPARTMENT OF PUBLIC WORKS**



# **PROJECT MANUAL**

## **TREASURE COVE PLAYGROUND AT JADE STREET PARK**

**July 2025**

**ADVERTISEMENT DATE: July 21, 2025**

**PRE-BID CONFERENCE: 9:00 AM Tuesday, August 5, 2025**

**BID OPENING DATE: 10:00 AM Thursday, August 21, 2025**

**CITY OF CAPITOLA  
DEPARTMENT OF PUBLIC WORKS**



**PROJECT MANUAL**

for

**TREASURE COVE PLAYGROUND  
AT JADE STREET PARK**

at  
**4400 Jade Street  
Capitola, CA 95010**

**July 2025**

**Prepared By:**

A handwritten signature in black ink that reads "Jessica Kahn".

Jessica Kahn, Public Works Director

**DEPARTMENT OF PUBLIC WORKS  
420 CAPITOLA AVENUE  
CAPITOLA, CA 95010**

**DOCUMENT 00 0110**

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**ADVERTISEMENT FOR BIDS**



**CITY OF CAPITOLA  
NOTICE OF PUBLIC WORKS PROJECT  
ADVERTISEMENT FOR BID**

The City of Capitola's Department of Public Works is currently soliciting bids for the construction of the following project:

**Treasure Cove at Jade Street Park**

**General Work Description:**

Scope of work to include, but not limited to, installation of Jade Park playground, including planting, irrigation, hardscape, site furnishings, and new drainage system. Scope of work to also include, but not limited to, improvements to accessible path of travel from existing parking lot to playground and out toward existing sports field/courts. Coordination with adjacent projects—including the Community Center renovation, restroom improvements, and related exterior work—is required.

Partial project funding is provided by a Community Development Block Grant, and all applicable federal requirements apply.

**Non-mandatory Pre-Bid Meeting:**

9:00 AM on Tuesday, August 5, 2025  
Jade Street Park, 4400 Jade Street, Capitola, CA 95010

**Bid Deadline:**

Bids must be submitted by 10:00 AM on Thursday, August 21, 2025

Project plans, specifications, and the full Notice Inviting Sealed Bids can be obtained from the City's website at <http://www.ci.capitola.ca.us>, at the Public Works office (420 Capitola Avenue, Capitola, CA 95010), or by calling (831) 475-7300.

**Jessica Kahn**  
Public Works Director

**10DOCUMENT 00 1116**

**NOTICE INVITING BIDS**

**ARTICLE 1 INVITATION TO BID**

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at City of Capitola, Public Works Department, 420 Capitola Avenue, Capitola, CA, until **10:00 AM on Thursday, August 21, 2025** for the following public work:

**CITY OF CAPITOLA  
TREASURE COVE AT JADE STREET PARK**

- 1.02 Project Description:** The work consists of the installation of the new Jade Park playground, including, but not limited to, planting, irrigation, hardscape, site furnishings, resilient surfacing, drainage improvements, perimeter paving, fencing, utility upgrades, and enhancements to the accessible path of travel from the existing parking lot to the playground and toward the existing sports fields and courts.
- The project site is an active construction zone. The selected contractor will be required to coordinate work with multiple ongoing and overlapping construction efforts, including the Community Center renovation, patio construction, and restroom improvements. This coordination will include site access, staging, and work sequencing to ensure safe and timely delivery of all work. Contractor participation in regular site coordination meetings may be required.
- 1.03 Location of Work:** 4400 Jade Street, Capitola, CA 95010.
- 1.04** The Engineer's Opinion of Probable Costs is approximately \$2.0M
- 1.05 Completion of Work:** All work shall be completed within 180 calendar days for the date when the Contract Time commences to run.
- 1.06 Procurement of Bidding Documents:** Bidding Documents contain the full description of the Work. Bidders are encouraged to obtain a complete bid set from <https://www.cityofcapitola.org/rfps> and register to be able to receive addenda notifications.
- 1.07 Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted as set forth in Paragraph 1.01 above.
- 1.08 Pre-Bid Site Visit and Meeting:** Owner will conduct a **Mandatory Pre-Bid Meeting at 9:00 AM on Tuesday, August 5, 2025** at the Capitola Community Center, 4400 Jade Street, Capitola, CA 95010. The Mandatory Pre-Bid Meeting and Site Visit will last approximately one hour. All prospective prime contractors are required to attend the meeting to be eligible to bid this project. A non-mandatory site walk will follow the pre-bid meeting.
- 1.09 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.
- 1.10 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

**ARTICLE 2 LEGAL REQUIREMENTS**

- 2.01 Required Contractor's License(s):** A California class "**B**" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
- 2.02 Required Contractor and Subcontractor Registration**
- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4314, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
  - B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above, shall be returned and not considered; provided that if Bidder is a joint venture (Business &

Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

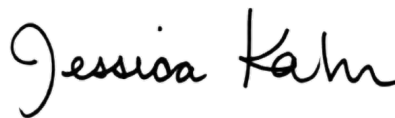
- 2.03 Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits in Lieu of Retention and incorporated herein in full by this reference, in accordance with Public Contract Code Section 22300.
- 2.04 Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's [<http://www.dir.ca.gov/OPRL/PWD/index.htm>], may be obtained from the California Department of Industrial Relations website and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.
- 2.05 Prevailing Wage Monitoring:** This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.
- 2.06** This contract WILL be subject to Supplementary Conditions for Federal Funding. Section 00 7301.
- 2.07 Federal and CDBG Program Requirements:** It is the policy of the City of Capitola to take affirmative steps to maximize the utilization of minority and women business enterprises in all contract activity administered by the City of Capitola and the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. In accordance with the "CDBG Bid Requirements," Contractors are encouraged to make Good Faith Efforts to meet affirmative action goals for the employment of minorities and women in the construction industry.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. § 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the area of the Section 3-covered project, and that contracts for work in connection with the project be awarded to business concerns located in, or owned in substantial part by, persons residing in the area of the Section 3-covered project.

At the time the Contract is awarded, the Contractor will be required to be registered and have a current active status on the System for Award Management (SAM).

This contract requires compliance with the Davis-Bacon and Related Acts and adherence to the current U.S. Department of Labor Wage Decision. The Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor, in accordance with the provisions of the Davis-Bacon and Related Acts. The contract provisions and related matters set forth in 29 CFR Part 5, Section 5.5, are hereby made a part of this contract. Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this project. The Wage Decision, including any modifications, must be posted by the Contractor on the job site.

Dated: July 18, 2025



JESSICA KAHN  
PUBLIC WORKS DIRECTOR  
CITY OF CAPITOLA

END OF DOCUMENT



**DOCUMENT 00 2113**

**INSTRUCTIONS TO BIDDERS**

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1116 (Notice Inviting Bids) in accordance with the following additional terms.

**ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS**

**1.01 Required Pre-Bid Conference and Site Visit**

- A. Owner will conduct a Mandatory Pre-Bid Meeting at the date, time and location indicated in Document 00 1116 (Notice Inviting Bids), to consider such matters as Bidders may request. Bidders must attend Pre-Bid Meeting and sign an attendance roster as a condition to bidding. All prospective prime contractors are required to attend the meeting to be eligible to bid this project. A non-mandatory site walk will follow the pre-bid meeting.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.
- C. Owner will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not Contract Documents.

**1.02 Required Pre-Bid Investigations**

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
- B. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, test, or studies at this Site before bidding, shall schedule such examinations with Owner by providing Owner at least seven (7) days advanced written notice. Additionally, any such Bidder must deliver an executed Document 00 2100 (Access, Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the site examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00 2100 or an insurance certificate.
- C. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

**1.03 Bidder Questions and Answers**

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing **by close of business on Thursday August 14, 2025**. Interpretations or clarifications considered necessary by the Owner in response to these questions will be issued via written Addenda, which will be emailed to all parties registered as document holders on the City's website at [www.cityofcapitola.org](http://www.cityofcapitola.org) (Bids and RFPs). The Owner may not answer questions received after this deadline.
- B. Only questions answered by formal written Addenda will be binding. Any other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

**1.04 Addenda**

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

## ARTICLE 2 - RECEIPT OF BIDS

### 2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1116 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

### 2.02 Bid Submission:

- A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.
- B. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 1116 (Notice Inviting Bids).

### 2.03 Required Contents of Bid Submittals

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the Total Bid Price based on terms contained in Document 00 1116 (Notice Inviting Bids) and Document 00 4113 (Bid Form), payable to Owner and completed in accordance with the provisions of Document 00 4313.
- C. Document 00 4314 (Bidder Registration Form). Bidders must submit Document 00 4314 (Bidder Registration Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4314 (Subcontractors List). Bidders must submit Document 00 4314 (Subcontractors List) completed in accordance with the provisions of Document 00 4314. The Subcontractors List must include the names, location, place of business, and other information required by Document 00 4314, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- E. Document 00 4513 (Statement of Qualifications). Bidders must submit Document 00 4513 (Statement of Qualifications) completed in accordance with the provisions of Document 00 4513.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.
- H. Document 00 4548 (In-Use Off-Road Diesel-Fueled Fleets Certification). Bidders must submit Document 00 4548 (In-Use Off-Road Diesel-Fueled Fleets Certification) completed in accordance with the provisions of Document 00 4548.
- I. Document 00 7301 (Supplemental General Conditions). Bidders must submit Document 00 7301 (Supplemental General Conditions) ATTACHMENT D: Department of Housing & Community Development (CDBG) Disadvantaged Business and Section 3 BID Requirements.

## **ARTICLE 3 - BID OPENING AND EVALUATION**

### **3.01 Determination of Apparent Low Bidder**

- A. Owner will open each Bidders' bid at the time and place indicated in Document 00 1116 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 1116 (Notice Inviting Bids) and Document 00 4113 (Bid Form).
- B. Apparent Low Bid will be determined solely on the Total Bid Price based on terms contained in Document 00 1116 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- C. For the Apparent Low Bidder only, Owner will evaluate the Apparent Low Bidder for responsiveness to the requirements of Document 00 4513 and for responsibility.
- D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

### **3.02 Evaluation of Bids**

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

### **3.03 Reservation of Rights**

- A. Owner reserves the right to:
  - 1. Reject any or all nonconforming, non-responsive or conditional Bids, and
  - 2. Reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, and
  - 3. Reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period **of 120 Days after award** or full execution of the Contract, whichever first occurs.
- C. Owner may waive any informalities or minor irregularities in the Bids.
- D. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project.

#### **3.04 Required Contractor and Subcontractor Registration**

- A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4314, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

### **ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES**

#### **4.01 Submission of Written Bid Protest**

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1116 (Notice Inviting Bids) must be submitted in writing to Public Works Director, located at 420 Capitola Avenue, Capitola, CA 95010 before 3:30 p.m. of the fifth Business Day following opening of the Bidders' envelopes.
- B. The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. The protest must include the signature of the protester or authorized representative of the protester.
- F. The protest must contain the solicitation number and title under which the protest is submitted.
- G. The protest must state the form of relief requested.
- H. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- I. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

#### **4.02 Exclusive Remedy**

- A. The procedure and time limits set forth in this Article 4 are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or other legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

### **ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT**

#### **5.01 Notice of Award and Submittal of Executed Contract Documents**

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the **[20<sup>th</sup>]** Day] following the Notice of Award.

#### **5.02 Required Contract Documents, Bonds and Proof of Insurance**

- A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit **[four]** originals, each bearing an original signature on the signature page and initials on each page.
- B. Document 00 6536 (Guaranty), fully executed by successful Bidder. Submit **[one]** original, bearing an original signature on the signature page and initials on each page.
- C. Performance bond and (if applicable) payment bond, as provided in Contract Documents.
- D. Insurance certificates and endorsements required by Document 00 7316 (Supplemental Conditions—Insurance): Submit one original set.
- E. Any other items identified by Owner in Document 00 5100 (Notice of Award).

#### **5.03 Failure to Execute and Deliver Documents:**

- A. If Bidder to whom the Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon Bidder's failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.

### **ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS**

#### **6.01 Modification of Commencement of Work:**

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

#### **6.02 Conformed Project Manual:**

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

**6.03 Payment Bond:**

- A. If the Project described in Document 00 1116 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq.*

**6.04 Performance Bond:**

- A. The successful Bidder must file a performance bond with and approved by Owner prior to entering upon the performance of the Work.

**6.05 Wage Rates:**

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

**6.06 Withdrawal of Bids:**

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner at the Department of Public Works, located at 420 Capitola Avenue, Capitola, CA 95010. Bidder or its duly authorized representative shall execute request to withdraw Bid.

**6.07 Ineligible Contractors and Subcontractors:**

- A. Owner will reject a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).

**6.08 Public Records Act Requests:**

- A. In accordance with the California Public Records Act, Owner will make available to the public Bidder's SOQ, all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder (including, without limitation, the SOQ). Any such trade secrets or proprietary financial information that Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.
- B. Upon a request for records regarding this Bid, Owner will notify the Bidder involved, within ten Days from receipt of the request, when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests that Owner refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate

legal action and defend Owner's refusal to produce the information in all forums; otherwise Owner will make such information available to the extent required by applicable law, without restriction.

- C. Information disclosed in the Statement of Qualifications and the attendant opened submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

**6.09 Substitutions:**

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items."

Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 Days after Notice of Award. To assess "or equal" acceptability of product or system, request(s) for substitution must contain the information required in Document 00 6325. Insufficient information will be grounds for City to reject the substitution. City will, within a reasonable time, after having received a request for substitution, issue in writing its decision as to whether the proposed substitution is an "or equal" item compatible to City systems, durability, and quality. City's decision shall be conclusive as to all Bidders. Substitutions approved before Bid day will be listed in Addenda and become part of the Contract Documents.

As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items (if any) are described in Document 00 1116 (Notice Inviting Bids).

**6.010 Definitions:**

- A. All abbreviations and definitions of terms used in this Document 00 2113 (Instructions to Bidders) are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

**END OF DOCUMENT**

**DOCUMENT 00 3132**

**GEOTECHNICAL DATA AND EXISTING CONDITIONS**

**ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS**

**1.01 Inspection of Reports:**

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, information regarding Underground Facilities, and hazardous material surveys or information (collectively, **Existing Conditions Data**.)
- B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary of Work) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.
- C. Existing Conditions Data is for information purposes only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

**ARTICLE 2 USE OF EXISTING CONDITIONS DATA**

**2.01 Above-Ground Existing Conditions:**

- A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding such existing conditions.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

**2.02 Underground Facilities:**

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).
- B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner is not responsible for information regarding Underground Facilities that are owned by others.

**2.03 Hazardous Materials Surveys:**

- A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, without limitation, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.
- B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.



**2.04 Geotechnical Data:**

- A. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
- B. The term “**technical data**” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term “technical data” shall not include the location of Underground Facilities.
- C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

**2.05 Except as expressly set forth in this Document 00 3132,**

- A. Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical and existing conditions data.
- B. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical and existing conditions data supplied by Owner, except as specifically set forth herein.

**ARTICLE 3 INVESTIGATIONS**

**3.01 Required Investigations:**

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner’s review and response.
- C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

**3.02 Access to Site for Investigations:**

- A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid, provided that invasive testing will be permitted only to the extent provided in Document 00 2113 (Instructions to Bidders). Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, without limitation, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at any one time due to safety concerns or in order to protect or maintain the Site from potential damage or interruption to general operational activities.

**END OF DOCUMENT**

**DOCUMENT 00 4113**  
**BID FORM**  
**TO THE CITY OF CAPITOLA**  
**THIS BID IS SUBMITTED BY:**

---

(Firm/Company Name)

Re: Treasure Cove at Jade Street Park

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF CAPITOLA** in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1116 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

| Addendum Number | <u>ADDENDUM DATE</u> | Signature of Bidder |
|-----------------|----------------------|---------------------|
|                 |                      |                     |
|                 |                      |                     |
|                 |                      |                     |
|                 |                      |                     |

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

### SCHEDULE OF BID PRICES

All Bid items, including lump sums, and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

| <u>ITEM</u> | <u>DESCRIPTION</u>                  | <u>PRICE (\$)</u> |
|-------------|-------------------------------------|-------------------|
| 1           | All work of Contract Documents      | \$                |
|             | <b>Total Bid Price (Bid Item 1)</b> | <b>\$</b>         |

Total Bid Price (Bid Item 1):

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5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1116 (Notice Inviting Bids) and Document 00 2113 (Instruction to Bidders).
6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF CAPITOLA**.
11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
13. The names of all persons interested in the foregoing Bid as principals are:

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**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

**NAME OF BIDDER:** \_\_\_\_\_

licensed in accordance with an act for the registration of Contractors, and with license  
number: \_\_\_\_\_ Expiration: \_\_\_\_\_.

\_\_\_\_\_  
(Place of Incorporation, if Applicable) (Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature of Bidder)

**NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Representative(s):

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Officers Authorized to Sign Contracts

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Telephone Number(s):

\_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Fax Number(s):

\_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Email Address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Bid:

\_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 4313**

**BOND ACCOMPANYING BID**

KNOW ALL BY THESE PRESENTS:

That the undersigned

\_\_\_\_\_  
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF CAPITOLA, a political subdivision of the State of California**, as obligee, in the penal sum of

**(Dollar Amount In Words)**

Dollars (\$\_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Bid Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for construction of the City of Capitola Treasure Cove at Jade Street Park located at 4400 Jade Street, Capitola, CA 95010.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.  
(Month)

(Corporate Seal)

By \_\_\_\_\_  
Principal

By \_\_\_\_\_  
Surety

(Corporate Seal)

By \_\_\_\_\_  
Attorney in Fact

**END OF DOCUMENT**

**DOCUMENT 00 4314**  
**BIDDER REGISTRATION FORM**

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # \_\_\_\_\_

Date: \_\_\_\_\_ Fed Tax I.D. # \_\_\_\_\_

Full Corporate Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Principal Contact: \_\_\_\_\_

Type of Business:                      \_\_\_\_\_ Sole Proprietor                      \_\_\_\_\_ Partnership  
                                                 \_\_\_\_\_ Non-Profit 501(c)(3)                      \_\_\_\_\_ Corporation  
                                                 \_\_\_\_\_ other (please explain: \_\_\_\_\_)

**INSURANCE** (Complete all items listed below that are applicable and/or are required by Document 00 7316, Supplemental Conditions – Insurance and Indemnification)

**Workers' Compensation:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**General Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Automobile Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**All-Risk Course of Construction:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Professional Liability (if applicable):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Pollution Legal Liability Insurance (if applicable):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_



Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Excess Liability Insurance (if applicable):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Other Liability Insurance (if applicable):**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

BIDDER: \_\_\_\_\_  
(COMPANY NAME)

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
SIGNATURE DATE

### SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

**2022** \_\_\_\_\_ **2023** \_\_\_\_\_ **2024** \_\_\_\_\_

If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

What were Bidder's Total RIR for each of the last three years?

**2022** \_\_\_\_\_ **2023** \_\_\_\_\_ **2024** \_\_\_\_\_

Average of last three years: \_\_\_\_\_ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

What were Bidder's Total LTIR for each of the last three years?

**2022** \_\_\_\_\_ **2023** \_\_\_\_\_ **2024** \_\_\_\_\_

Average of last three years: \_\_\_\_\_ (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

- a. Number of lost workday cases \_\_\_\_\_
- b. Number of medical treatment cases \_\_\_\_\_
- c. Number of fatalities \_\_\_\_\_

5. Employee hours worked last year \_\_\_\_\_

6. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

**I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

**BIDDER:**

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

Date \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 4336**

**SUBCONTRACTORS LIST**

The Subcontractors List must include the names of all subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount.

| <b>Name of Subcontractor<br/>and Location of Place of<br/>Business</b> | <b>Description of Work</b> | <b>Subcontractor's<br/>License No.</b> | <b>DIR Registration<br/>Number</b> |
|------------------------------------------------------------------------|----------------------------|----------------------------------------|------------------------------------|
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |
|                                                                        |                            |                                        |                                    |

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

**END OF DOCUMENT**

**DOCUMENT 00 4513**

**STATEMENT OF QUALIFICATIONS**

**ARTICLE 1 - GENENRAL INFORMATION**

**1.01 Minimum Bidder Qualifications.**

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
- B. Bidders must have three (3) years experience as a continuously operating entity engaged in the performance of similar work.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed two (2) projects of a similar nature and complexity with a contract dollar amount of (i.) at least 75% of the amount of Bidder's Bid or (ii.) 125% of such amount in the aggregate.

**1.02 Measurement.**

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications ("SOQ"), by providing the information described in this Document 00 4513.

**ARTICLE 2 – Required Contents of SOQ Submission**

**2.01 Transmittal Letter**

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

**2.02 Submittals:**

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment "A".
- B. License: Evidence of a valid contractor's license and required licenses of all licenses of persons who are Key Personnel necessary to perform the Work.
- C. Litigation History. Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

**2.03 Additional Submittals:**

After bid opening, Contractor may be required to supply the Owner with the following submittals upon request.

- A. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.

- B. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies) of Bidder and each member of any proposed consortium or joint venture.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VIII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.
- E. Description of Human and Physical Resources. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience.

#### **2.04 Format.**

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

## ATTACHMENT "A" – STATEMENT OF QUALIFICATION QUESTIONNAIRE

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2113 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

### CONTACT INFORMATION

Company Name: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes \_\_\_ No \_\_\_
2. Does Bidder have a minimum of **\$2,000,000** liability insurance coverage? Yes \_\_\_ No \_\_\_
3. Has Bidder's License been revoked at any time in the last five years? Yes \_\_\_ No \_\_\_
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes \_\_\_ No \_\_\_
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes \_\_\_ No \_\_\_
6. Will Bidder provide copies of its reviewed or audited financial statements and accompanying notes for the last three years, if requested? Yes \_\_\_ No \_\_\_

**Bidder may be disqualified if any answer to questions 1, 2, or 6 is No.  
Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.**

### PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

#### (SAFETY)

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years?  
Yes \_\_\_ No \_\_\_ If yes, attach description of each citation.
2. How often does Bidder require documented safety meetings be held for:  

|                  |        |     |           |     |         |     |                   |     |
|------------------|--------|-----|-----------|-----|---------|-----|-------------------|-----|
| Field Supervisor | Weekly | ___ | Bi-Weekly | ___ | Monthly | ___ | Less Than Monthly | ___ |
| Employees        | Weekly | ___ | Bi-Weekly | ___ | Monthly | ___ | Less Than Monthly | ___ |
| New Hires        | Weekly | ___ | Bi-Weekly | ___ | Monthly | ___ | Less Than Monthly | ___ |
| Subcontractors   | Weekly | ___ | Bi-Weekly | ___ | Monthly | ___ | Less Than Monthly | ___ |

3. How often does Bidder conduct documented safety inspections?  
Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
4. Does Bidder have home office safety representatives who visit/audit the job site?  
Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_
5. What is Bidder's Interstate Experience Modification Rate? \_\_\_\_\_. (A rating in excess of **[1]** may constitute grounds for disqualification as non-responsible).

**(PREVAILING WAGE PROVISIONS)**

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.  
Yes \_\_\_\_\_ No \_\_\_\_\_

**(LICENSE PROVISIONS)**

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Reason: \_\_\_\_\_  
\_\_\_\_\_

**(DISPUTES)**

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number.  
Yes \_\_\_\_\_ No \_\_\_\_\_

**(BONDING)**

9. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:  
Name of bonding company/surety: \_\_\_\_\_  
  
Name of Surety Agent: \_\_\_\_\_  
  
Surety Agent address: \_\_\_\_\_  
  
Surety Agent phone number: \_\_\_\_\_  
  
Is surety a California-admitted surety? Yes \_\_\_\_\_ No \_\_\_\_\_  
  
Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes \_\_\_\_\_ No \_\_\_\_\_  
  
List surety's A.M. Best Rating: \_\_\_\_\_  
  
What is Bidder's total bonding capacity? \_\_\_\_\_  
  
What percent does Bidder pay for bonds? \_\_\_\_\_



### PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

**Prime Contractor.** List three projects of similar size and scope to the Work of the Contract, completed in the past two (2) years, and indicate who were the superintendent, project manager and scheduler.  
NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Section 1.01.

| Project Name | Construction Cost (\$) | Year Completed | Name of Project Superintendent | Name of Project Manager | Name of Project Scheduler |
|--------------|------------------------|----------------|--------------------------------|-------------------------|---------------------------|
|              |                        |                |                                |                         |                           |
|              |                        |                |                                |                         |                           |
|              |                        |                |                                |                         |                           |

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_

Project Scheduler: \_\_\_\_\_

### Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Section 1.01. If a separate sheet is used, it must contain all of the following information:

1. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner Contact (name and phone): \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Architect/Engineer Contact (name and phone number): \_\_\_\_\_  
Const. Mgr. or Project Mgr. (name and phone number): \_\_\_\_\_  
Description of Project, Scope of Work Performed: \_\_\_\_\_  
\_\_\_\_\_  
Total Construction Cost: \_\_\_\_\_  
Total Change Order Amount: \_\_\_\_\_  
Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet.  
Original Scheduled Date of Completion: \_\_\_\_\_  
Time Extensions Granted (number of calendar days): \_\_\_\_\_  
Actual Date of Completion: \_\_\_\_\_  
Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_
2. Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner Contact (name and phone): \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Architect/Engineer Contact (name and phone number): \_\_\_\_\_  
Const. Mgr. or Project Mgr. (name and phone number): \_\_\_\_\_  
Description of Project, Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_  
Total Construction Cost: \_\_\_\_\_

Total Change Order Amount: \_\_\_\_\_

Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: \_\_\_\_\_

Time Extensions Granted (number of calendar days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_

3. Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name and phone): \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Architect/Engineer Contact (name and phone number): \_\_\_\_\_

Const. Mgr. or Project Mgr. (name and phone number): \_\_\_\_\_

Description of Project, Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_  
Total Construction Cost: \_\_\_\_\_

Total Change Order Amount: \_\_\_\_\_

Did Change Orders exceed 10% of original contract sum? \_\_\_\_\_ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: \_\_\_\_\_

Time Extensions Granted (number of calendar days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

Number of Stop Notices filed by Subcontractors or Suppliers: \_\_\_\_\_

**PART D: FINANCIAL INFORMATION**

1. Has Bidder ever reorganized under the protection of bankruptcy laws?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please state when \_\_\_\_\_
2. If Bidder has had the general liability carrier identified in Document 00 4314 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:

Agency Name:

\_\_\_\_\_

Contact Name:

\_\_\_\_\_

Phone Number

\_\_\_\_\_

Carrier: \_\_\_\_\_ A.M. Best Rating:

\_\_\_\_\_

Carrier: \_\_\_\_\_ A.M. Best Rating:

\_\_\_\_\_

Carrier: \_\_\_\_\_ A.M. Best Rating:

\_\_\_\_\_

3. Has Bidder ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**END OF DOCUMENT**

**DOCUMENT 00 4519**

**NON-COLLUSION DECLARATION**

**PUBLIC CONTRACT CODE SECTION 7106**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[**date**], at \_\_\_\_\_[**city**], \_\_\_\_\_[**state**].

BIDDER'S SIGNATURE:

\_\_\_\_\_

NAME/TITLE OF SIGNATORY:

\_\_\_\_\_

LEGAL NAME OF BIDDER:

\_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 4546**

**BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 8, below.

**1. STATEMENT OF CONVICTIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

**3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

**4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE**

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

**5. CERTIFICATION OF NON-DISCRIMINATION**

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

**6. CERTIFICATION OF NON-DISQUALIFICATION**

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

**7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing

the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

**8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION**

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4336 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** \_\_\_\_\_. Subcontractors' registration numbers are as indicated in Document 00 4336.

**BIDDER:**

\_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, **2025**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

**END OF DOCUMENT**

**DOCUMENT 00 4548**

**IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

**1. Certification of Compliance.** I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

**2. Instructions.** Check one (1) box below.

☐ Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate ***must be*** provided.)

☐ Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER:

\_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

END OF DOCUMENT



**DOCUMENT 00 5050**

**NOTICE OF INTENT TO AWARD FOR CONSTRUCTION**

DATE POSTED: **[Insert Date]**

PROJECT TITLE: **CITY OF CAPITOLA  
TREASURE COVE AT JADE STREET PARK  
at 4400 Jade Street, Capitola, CA 95010**

\_\_\_\_\_, the \_\_\_\_\_ of

Owner intends to recommend to its City Council the Award of the above-referenced Project to

\_\_\_\_\_.  
(Name of Contractor)

OWNER: CITY OF CAPITOLA

By: \_\_\_\_\_

\_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 5100**

**NOTICE OF AWARD**

Dated \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: **CITY OF CAPITOLA  
TREASURE COVE AT JADE STREET PARK**

The Contract Sum of your contract is \_\_\_\_\_  
(Amount in Words)

Dollars (\$ \_\_\_\_\_)

1. Four (4) copies of Document 00 5200 (Agreement) accompany this Notice of Award. **[or electronic copy]**
2. You must comply with the following conditions precedent by 5:00 p.m. of the 20th Day following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 2025]**.
  - a. Deliver to Owner four (4) fully executed counterparts of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
  - b. Deliver to Owner one (1) fully executed counterpart of Document (00 6536 Guaranty). 00 6536 Guaranty must bear your original signature on the signature page and your initials on each page.
  - c. Deliver to Owner original set of the bonds, insurance certificates with endorsements required pursuant to Document 00 2113 (Instructions to Bidders) and Document 00 5200 (Agreement).
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement).
5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through [\_\_\_\_\_] (\_\_\_\_) \_\_\_\_-\_\_\_\_. Questions regarding bonds and insurance may be directed to [\_\_\_\_\_] at the same number. All other inquiries regarding the Project should be directed to [\_\_\_\_\_].

**OWNER: CITY OF CAPITOLA**

BY: \_\_\_\_\_  
[TITLE]

\_\_\_\_\_  
(Print Name)

AUTHORIZED BY CITY OF CAPITOLA

RESOLUTION NO.: \_\_\_\_\_

APPROVED DATE: \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 5200**

**AGREEMENT**

THIS AGREEMENT, dated this **[date]** day of **[Month]**, 2025, by and between **[Enter Name of Contractor]** whose place of business is located at **[Address of Contractor]** (**Contractor**), and **CITY OF CAPITOLA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

**TREASURE COVE AT JADE STREET PARK**

**at 4400 Jade Street, Capitola, CA 95010**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

**ARTICLE 1 SCOPE OF WORK OF THE CONTRACT**

**1.01 Work of the Contract**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

**1.02 Price for Completion of the Work**

- A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances (if any).
- C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

**COMMENCEMENT AND COMPLETION OF WORK**

**1.03 Commencement of Work**

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

**1.04 Completion of Work**

- A. Contractor shall achieve Substantial Completion of the entire Work within **180 Calendar Days** from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work within **210 Calendar Days** from the Commencement Date.

## ARTICLE 2 PROJECT REPRESENTATIVES

### 2.01 Owner's Project Manager

- A. Owner has designated the Public Works Director as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

### 2.02 Contractor's Project Manager and Other Key Personnel

- A. Contractor has designated [ ] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.
- B. Contractor has designated the following other Key Personnel for the Project:

| <u>Name</u> | <u>Position</u> |
|-------------|-----------------|
| _____       | _____           |
| _____       | _____           |
| _____       | _____           |

## ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

### 3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner Five Thousand dollars (\$5,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Two Thousand Five Hundred dollars (\$2,500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

### 3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

## ARTICLE 4 CONTRACT DOCUMENTS

### 4.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

|                     |                                              |
|---------------------|----------------------------------------------|
| Document 00 5100    | Notice of Award                              |
| Document 00 5200    | Agreement                                    |
| Document 00 5500    | Notice to Proceed                            |
| Document 00 6113.13 | Construction Performance Bond                |
| Document 00 6113.16 | Construction Labor and Material Payment Bond |
| Document 00 6290    | Escrow Agreement for Security Deposits       |
| Document 00 6325    | Substitution Request Form                    |
| Document 00 6530    | Release of Claims                            |
| Document 00 6536    | Guaranty                                     |
| Document 00 7200    | General Conditions                           |

|                  |                                                         |
|------------------|---------------------------------------------------------|
| Document 00 7301 | Supplemental General Conditions                         |
| Document 00 7316 | Supplemental Conditions – Insurance and Indemnification |
| Document 00 7320 | COVID Requirements                                      |
| Document 00 7324 | In-Use Off-Road Diesel-Fueled Fleets Regulation         |
| Document 00 7380 | Apprenticeship Program                                  |
| Document 00 9113 | Addenda [LIST ADDENDA ISSUED]                           |
| Specifications   | Divisions 1 through 33                                  |

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

#### **ARTICLE 5 MISCELLANEOUS**

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 5.02** Contractor and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Contractor and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 5.04** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.05** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to Contractor's employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 5.06** This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Capitola, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Santa Cruz, California.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**CITY OF CAPITOLA:**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**CONTRACTOR:**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

**1099 INFORMATION:**

Contractor Taxpayer I.D. No.: \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 5500**

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
(Contractor)

Address: \_\_\_\_\_

CONTRACT FOR: **TREASURE COVE AT JADE STREET PARK**  
**at 4400 Jade Street, Capitola, CA 95010**

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_ [20\_\_]. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are \_\_\_\_\_, [20\_\_] and \_\_\_\_\_, [20\_\_], respectively.

**Before you may start any Work at the Site, you must:**

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. [Other]

**OWNER: CITY OF CAPITOLA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**END OF DOCUMENT**



DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND (EXAMPLE)

THIS CONSTRUCTION PERFORMANCE BOND (**Bond**) is dated **[Month, Day]**, 202\_ is in the amount of **[Insert Amount]** (**Penal Sum**), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to **[Insert name of Contractor]** (**Contractor**), **[Insert name of Surety]** (**Surety**), **CITY OF CAPITOLA** (**Owner**), or other party shall be considered plural where applicable.

**CONTRACTOR:**

**[Insert name of Contractor]**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

**SURETY:**

**[Insert name of Surety]**

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

**CONSTRUCTION CONTRACT:**

Agreement for the City of Capitola Treasure Cove at Jade Street Park Project, located at \_\_\_\_\_, City of Capitola, dated **[Month, Day]**, 202\_, in the amount of **[Insert Amount]**.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1 Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 Owner has agreed to pay the Balance of Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of Contract Sum, then Surety shall pay to Owner the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of

Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
  - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
  - 6.2 Contractor's obligations to pay liquidated damages and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages; and
  - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).
7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the Superior Court of the County of San Bernardino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 5200 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. **Definitions**
  - 14.1 **Balance of Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 14.2 **Construction Contract:** The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 14.3 **Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 7200 (General Conditions).
  - 14.4 **Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

**DOCUMENT 00 6113.16**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

**1.01** THAT WHEREAS, **CITY OF CAPITOLA (Owner)** has awarded to **(Name of Contractor)** \_\_\_\_\_ as Principal, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the **Contract**), titled the City of Capitola Treasure Cove at Jade Street Park Project in the amount of \$\_\_\_\_\_, which Contract is by this reference made a part hereof, for the work of the following Contract:

Construct the Treasure Cove at Jade Street Park located at 4400 Jade Street, Capitola, CA 95010

**1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

**1.03** NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)** \_\_\_\_\_, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

**1.05** This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

**1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

**1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

**1.08** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**SURETY**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

**DOCUMENT 00 6290**

**ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION**

Public Contract Code Section 22300

THIS ESCROW AGREEMENT ("**Escrow Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **City of Capitola ("Owner")**, whose address is 420 Capitola Avenue, Capitola, CA 95101, **[Name of Contractor]** ("**Contractor**"), whose principal place of business is located at **[Contractor's Address]**, and Owner, as escrow agent **[OR]** **[Name of Bank]**, a state or federally chartered bank in the State of California, whose place of business is located at **[Address]** ("**Escrow Agent**").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number \_\_\_\_\_ entered into between Owner and Contractor for the Treasure Cove at Jade Street Park Project in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "**Contract**"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of \_\_\_\_\_, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

**ON BEHALF OF OWNER:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

**ON BEHALF OF CONTRACTOR:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

**ON BEHALF OF ESCROW AGENT:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

**OWNER:**

**CITY OF CAPITOLA**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**CONTRACTOR**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature



ATTEST

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Secretary

**ESCROW AGENT**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**[IF REQUIRED]** REVIEWED AS TO FORM:

\_\_\_\_\_  
Counsel for Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

**END OF DOCUMENT**

**DOCUMENT 00 6325**

**SUBSTITUTION REQUEST FORM**

To: **CITY OF CAPITOLA, Owner**

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| <b>PROJECT: CITY OF CAPITOLA, TREASURE COVE<br/>AT JADE STREET PARK</b> | <b>Contractor:</b> |
|-------------------------------------------------------------------------|--------------------|

|                                     |              |
|-------------------------------------|--------------|
| <b>Substitution<br/>Request By:</b> | <b>Firm:</b> |
|-------------------------------------|--------------|

| Transmittal Record                 | Attn: | Firm: | Date Sent: | Date Rec'd: | Date Due: |
|------------------------------------|-------|-------|------------|-------------|-----------|
| Contractor to Owner                |       |       |            |             |           |
| Contractor to Architect            |       |       |            |             |           |
| Owner / Architect to Consultant    |       |       |            |             |           |
| Architect to Owner Representative  |       |       |            |             |           |
|                                    |       |       |            |             |           |
| Owner Representative to Contractor |       |       |            |             |           |

We hereby submit for your consideration the following product instead of the specified item for the Project:

| Section / Drawing             | Article | Specified Item |
|-------------------------------|---------|----------------|
|                               |         |                |
| <b>Proposed Substitution:</b> |         |                |
|                               |         |                |

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

**Contractor to complete questions that follow and certify to the accuracy of all answers:**

|    |                                                                                                                                                                                                                                                                 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:                                                                         |
| B. | Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item: |
| C. | What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:                                  |
| D. | Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:      |
| E. | Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:                                              |
| F. | What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]                                                                     |
| G. | Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:                                                                      |

|    |                                                                                                                                                                                                                                                      |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H. | Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item: |
| I. | Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:                                   |

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Firm: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone / Fax: \_\_\_\_\_

Remarks: \_\_\_\_\_

Consultant Response

\_\_\_ Accepted

\_\_\_ Not Accepted

\_\_\_ Accepted As Noted

\_\_\_ Received Too Late

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Owner Representative Response

\_\_\_ Accepted

\_\_\_ Not Accepted

\_\_\_ Accepted As Noted

\_\_\_ Received Too Late

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**END OF DOCUMENT**

DOCUMENT 00 6530

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**  
**[Public Contract Code Section 7100]**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this [ date ] day of [ Month ], [202  ], by and between **CITY OF CAPITOLA (Owner)**, and [ Enter Name of Contractor ] (**Contractor**), whose place of business is at [ Enter Address of Contractor ].

**RECITALS**

- A. Owner and Contractor entered into Contract (the “**Contract**”) for construction of Treasure Cove at Jade Street Park, located at 4400 Jade Street, Capitola, CA 95010.
- B. The Work under the Contract has been completed.

**AGREEMENT**

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

|                        |          |
|------------------------|----------|
| Original Contract Sum  | \$ _____ |
| Modified Contract Sum  | \$ _____ |
| Payment to Date        | \$ _____ |
| Liquidated Damages     | \$ _____ |
| Payment Due Contractor | \$ _____ |
- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [ \_\_\_\_\_ ] Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in Paragraph 6 of this Document 00 6530.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (**Disputed Claims**) and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

| CLAIM NO. | DATE SUBMITTED | DESCRIPTION OF CLAIM | AMOUNT OF CLAIM |
|-----------|----------------|----------------------|-----------------|
|           |                |                      |                 |
|           |                |                      |                 |
|           |                |                      |                 |
|           |                |                      |                 |
|           |                |                      |                 |

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

**\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\***

**OWNER: CITY OF CAPITOLA**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

**[CONTRACTOR]**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

**[CONTRACTOR]**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

**[IF REQUIRED]** REVIEWED AS TO FORM:

Dated: \_\_\_\_\_, [20\_\_]

By: \_\_\_\_\_  
Counsel for Owner

Name: \_\_\_\_\_  
Print

**END OF DOCUMENT**

**DOCUMENT 00 6536**

**GUARANTY**

TO: The **CITY OF CAPITOLA (Owner)**, for construction of the Treasure Cove at Jade Street Park, located at 4400 Jade Street, Capitola, CA 95010.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

- 1.01** Contractor hereby grants to Owner for a period of **[one year]** following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.
- 1.02** Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within **[one year]**, or longer if specified, from the date of Final Acceptance of the Work completed.
- 1.03** If within **[one year]** after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 1.04** Contractor shall respond within 72 hours to any claim made by Owner pursuant to this guaranty.
- 1.05** Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.
- 1.06** This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to Owner.

*(Signature line on next page)*



Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip code

**END OF DOCUMENT**

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## GENERAL CONDITIONS

### ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

#### 1.01 Interpretation of Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

#### 1.02 Order of Precedence of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
  - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
  - 2. Contract Forms (Document 00 5200 and other 5000 and 6000 series Documents), and terms and conditions referenced therein;
  - 3. Supplemental General Conditions (Document 00 7301 and other 7300 series Documents), if included;
  - 4. General Conditions (Document 00 7200);
  - 5. Division 01 General Requirements, if included;
  - 6. Drawings and Technical Specifications (Division 02 and above);
  - 7. Written words over figures, unless obviously incorrect;
  - 8. Figured dimensions over scaled dimensions;
  - 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

### ARTICLE 2 - PRE-BID INVESTIGATIONS

#### 2.01 Pre-Bid Investigations Required

- A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for pre-bidding or contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, **Existing Conditions Data**), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry

standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

- D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

## **2.02 Limited Reliance Permitted On Owner's Existing Conditions Data**

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.
- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

## **2.03 Pre-Bid Investigation Requirements For Excavation and Utilities Relocation Projects**

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities including, without limitation, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

## ARTICLE 3 - SUBCONTRACTORS

### 3.01 Subcontractor Listing Law

- A. Contractor shall comply with the Subcontractor Listing law, Public Contract Code Sections 4101, et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

### 3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (i) to be bound to the terms of Contract Documents and (ii) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include, without limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

## ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

### 4.01 Intent of Drawings and Specifications

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the **Work**, Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as **incidental work** although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

### 4.02 Checking of Drawings and Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have

been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

#### **4.03 Interpretation of Drawings and Specifications**

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue (or cause to be issued) with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary. All written responses, clarifications and interpretations under this Paragraph shall be consistent with the intent of and be reasonably inferable from Contract Documents, and binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner, at least 10 Business Days prior to furnishing such materials or performing such Work, the materials to be used or Work to be performed under this Paragraph.

#### **4.04 Use of Drawings and Specifications**

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

### **ARTICLE 5 - COMMENCEMENT OF THE WORK**

#### **5.01 Submission of Required Schedules**

- A. Unless otherwise indicated in Contract Documents, Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
  - 1. Schedule of Values;
  - 2. Progress Schedule, and
  - 3. Schedule of Submittals.
- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract



Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work, nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

#### **5.02 Commencement Date of Contract Time**

- A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
- B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run. **[QUESTION - WHETHER THE CITY WOULD LIKE MORE FLEXIBILITY WITH THIS PROVISION]**

### **ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT**

#### **6.01 Contractor's Legal Address**

- A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at Contractor's legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

#### **6.02 Contractor's Superintendents or Forepersons**

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

#### **6.03 Proficiency In English**

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

#### **6.04 Contractor's and Subcontractors' Employees**

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

#### **6.05 Contractor's Use of The Site**

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former

Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

**6.06 Contractor's Site Office**

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

**ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK**

**7.01 Owner's Representative(s)**

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

**7.02 Owner's Observation of The Work**

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

**7.03 Consultant's Observation of Work**

- A. Owner may engage one or more of the following to assist in administering the Work: an Architect/Engineer, Project Manager, Construction Manager, or any other independent consultant (collectively for purposes of this Article 7, **Consultant**). If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapproves or rejects Work that Consultant believes to be Defective or will not produce a complete Project that conforms to Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Consultant may also recommend to Owner special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.

- D. Consultant may conduct observations or inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

#### **7.04 Owner's and Consultant's Exercise of Contract Responsibilities**

- A. Owner, Consultant, and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

#### **7.05 Owner's Right of Access to The Work**

- A. During performance of Work, Owner, Consultant, and all Owner's representatives may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

#### **7.06 Owner's Right of Separate Construction**

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

### **ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK**

#### **8.01 Contractor to Supervise The Work**

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent and, if applicable, payment of liquidated damages as required by Document 00 5200 (Agreement). The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.
- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to

perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

#### **8.02 Contractor to Maintain Cost Data**

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including, without limitation, financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Government Code Section 8546.7. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

#### **8.03 Contractor to Supply Sufficient Workers and Materials**

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work

elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

#### **8.04 Contractor to Maintain Project Record Documents**

- A. As more specifically described in Section 01 7839, Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

#### **8.05 Contractor to Not Disrupt Owner Operation**

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations including, without limitation, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

#### **8.06 Contractor to Provide Temporary Facilities and Controls**

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

### **ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK**

#### **9.01 Warranty and Guaranty**

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all

construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

- B. Extended Warranties: Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, without limitation, Project completion. Contractor covenants, warrants and represents to Owner that:
  - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
  - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
  - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
  - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

## **9.02 Inspection of Work**

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any

necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

- C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. Upon advance notice as set forth above, Owner will endeavor to schedule required inspections, but if resources are not available, Contractor may need to reschedule the Work at no additional cost to the Owner.
- E. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- F. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

### **9.03 Correction of Defective Work**

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Also, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may direct Contractor to perform the Work in accordance with the Contract Documents, correct or replace any such Defective Work, or stop any portion of Work.
- B. Owner may correct and remedy the Defective Work or perform any other work, corrective or otherwise, if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection

with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from exercising its rights and remedies. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200.
- D. These Owner rights and remedies are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law. Owner's failure to demand correction of defective work does not relieve the Contractor from delivering a Project that comports with the Project's plans and specifications.

#### **9.04 Acceptance of Defective Work**

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

#### **9.05 Rights upon Inspection, Correction or Acceptance**

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, without limitation, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Observation or inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

#### **9.06 Proof of Compliance of Contract Provisions**

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly



authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

#### **9.07 Correction Period and Project Warranty Period**

- A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

#### **9.08 No Waiver**

- A. Neither recordation of Final Acceptance, nor final certificate for payment, nor provision of the Contract, nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have the right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

### **ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS**

#### **10.01 Owner's Right to Direct Changed Work**

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work (**Changed Work**), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of

the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.

- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

#### **10.02 Required Documentation for Changed Work**

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
  - 1. The Work performed in connection with the change to be made;
  - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
  - 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
- C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
- D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

#### **10.03 Procedures and Pricing of Changed Work**

- A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

### **ARTICLE 11 - TIME ALLOWANCES**

#### **11.01 Time Allowances**

- A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.
- B. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.
- C. Time extensions will not be granted unless substantiated by the Critical Path Method (**CPM**) Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a Time Impact Evaluation (TIE), as required by Section 01 2600 (Modification Procedures) and Section 01 3200 (Progress Schedules and Reports), within the required time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional Contract Time.

#### **11.02 Excusable Delay and Inexcusable Delay Defined**

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
  - 1. Changes in the Work ordered by Owner (**Changes**);
  - 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including, without limitation, pre-bid investigations) (**Acts or Neglect**); or

3. Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events"), provided damages or delays resulting therefrom are not the result of Contractor's fault or negligence, including without limitation failure to protect the Work or mitigate any adverse impacts as required by Contract Documents (**Force Majeure**).
- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

#### **11.03 Notice of Delay**

- A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE, in accordance with by Section 01 2600 (Modification Procedures) and Section 01 3200 (Progress Schedules and Reports), within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

#### **11.04 Compensable Time Extensions**

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
  1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
  2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

#### **11.05 Non-Compensable Time Extensions**

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
  1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
  2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

#### **11.06 Adverse Weather**

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds **[insert either]** 100% of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (**NOAA**) weather station identified in Supplemental Conditions or, if not, the station closest to the Project Site (in either case, **Weather Station**), as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/climate-summaries/>), pro-rated in the individual month Contractor starts and finishes Work. **[or]** the total number of adverse weather days indicated in the Supplemental Conditions, based on the records of the National Oceanic & Atmospheric Administration National Weather Service (**NOAA**) weather station identified in Supplemental Conditions or, if not, the station closest to the Project Site (in either case, **Weather Station**). **[Whichever of the above alternatives is selected, continue]** Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.
- C. In order to qualify as an adverse weather delay day with respect to the foregoing parameters, daily rainfall must exceed 0.1 inch at the Weather Station, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

#### **11.07 Liquidated Damages**

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

- C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.
- D. Contractor and Owner agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 4513) were a material factor in Owner's assessment of Contractor's experience and the adequacy of Contractor's supervisory personnel. Accordingly, Contractor and Owner agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval. In the event that any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason other than departure from Contractor, Contractor agrees to pay Owner liquidated damages as set forth in the Agreement (Document 00 5200), unless Contractor can demonstrate to Owner's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.

## ARTICLE 12 - CLAIMS BY CONTRACTOR

### 12.01 Obligation to File Claims for Disputed Work

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, **Disputed Work**), then Contractor shall first follow procedures set forth in the Contract Documents (including, without limitation, Paragraphs 11.03, 11.04, 13.03 and 13.04 of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.
- B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the Owner's determinations. Contractor's SOLE AND EXCLUSIVE REMEDY for Disputed Work is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.

### 12.02 Form and Contents of Claim

- A. Contractor's written claim must identify itself as a **Claim** under this Article 12 and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a Time Impact Evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order

requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

- B. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichleay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 2600 (Modification Procedures) in order to request, claim or prove compensation for delay.

#### **12.03 Administration During/After Claim Submission**

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls. See Section 01 4100.

#### **12.04 Compliance**

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.03 above of the claims asserted. No suit may be brought against Owner arising out of or in connection with the Project unless and until Contractor presents to Owner a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.
- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.
- C. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.
- D. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

#### **12.05 Mediation**

- A. All Contractor claims not otherwise subject to Public Contract Code Sections 20104, et seq., shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be confidential, non-binding, pursuant to the construction mediation procedures of JAMS in Capitola, California, and utilize the services of a mediator mutually acceptable to the parties. If the parties

are unable to agree, the mediator will be selected by JAMS from its panel of approved construction industry mediators, having a minimum of 20 years' experience in the construction industry.

- B. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of a mediation pursuant to this Paragraph, upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010, et seq. Additionally, the parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The Mediator will have jurisdiction to resolve any discovery disputes relating to the Mediation.

## **ARTICLE 13 - UNDERGROUND CONDITIONS**

### **13.01 Contractor to Locate Underground Facilities**

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, an excavator planning to conduct an excavation shall notify the appropriate regional notification center of the excavator's intent to excavate at least two working days, and not more than 14 calendar days, before beginning that excavation. The date of the notification shall not count as part of the two-working-day notice. If an excavator gives less notice than the legal excavation start date and time and the excavation is not an emergency, the regional notification center will take the information and provide a ticket, but an operator has until the legal excavation start date and time to respond. However, an excavator and an operator may mutually agree to a different notice and start date. The contact information for operators notified shall be available to the excavator."
- B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Existing Conditions Data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

### **13.02 Contractor to Protect Underground Facilities**

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Existing Conditions Data, Contract Documents, USA records, or any material otherwise reasonably available to Contractor or discovered during Contractor's pre- or post-bid investigations. Contractor shall further locate, by carefully excavating with small equipment,

potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, indicated, or discovered in the materials and investigations described in Paragraph 13.02B, above, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation, Existing Conditions Data, and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents or reasonably available information, or indicated by visual observation including, without limitation, and by way of example only, through performance of all pre-Bid investigations required by this Document 00 7200 and Bidding Documents and post-Bid investigations required by this Document 00 7200, and by engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

### **13.03 Concealed or Unknown Conditions**

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
  - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
  - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)



- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
  - 1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
  - 2. Contractor did not know of it; and
  - 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

#### **13.04 Notice of Hazardous Waste or Materials Conditions**

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:
  - 1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the California Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (**hazardous material**); or
  - 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (**other materials**).
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
  - 1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
  - 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
  - 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
- F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

## **ARTICLE 14 - LEGAL AND MISCELLANEOUS**

### **14.01 Laws and Regulations**

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

### **14.02 Permits and Taxes**

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

#### **14.03 Communications and Information Distribution**

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

#### **14.04 Suspension of Work**

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

#### **14.05 Termination of Contract for Cause**

- A. Owner may declare Contractor in default and terminate Contractor's right to proceed under the Contract Documents, for cause, should Contractor be the subject of a voluntary or involuntary petition in bankruptcy or admit in writing its inability to pay debts as they may become due. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written cure plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan)
- B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents that Owner may advise Contractor of in writing. Contractor shall, within ten (10) Days of Owner's request, deliver a written cure plan that meets the requirements of the written cure plan as

defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan within ten (10) Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.

- C. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition including, without limitation, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
- D. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

#### **14.06 Termination of Contract for Convenience**

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

#### **14.07 Contingent Assignment of Subcontracts**

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
  - 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
  - 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
  - 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
  - 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all

actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and

5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment including, without limitation, all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

#### **14.08 Remedies and Contract Integration**

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications, Change Orders and Change Directives, as further described in Section 01 2600, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

#### **14.09 Interpretation**

- A. Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Project Manager or any Owner's representative and Contractor; (ii) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than Owner and Contractor.

#### **14.10 Patents**

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents including, without limitation, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

#### **14.11 Substitution for Patented and Specified Articles**

- A. Except as noted specifically in Document 00 2113 (Instructions to Bidders) or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal." Contractor may offer any substitute material or process that Contractor considers "Equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or Equal" item in every aspect of its design and quality including, without limitation, its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

#### **14.12 Interest of Public Officers**

- A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

#### **14.13 Limit of Liability**

- A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, WITHOUT LIMITATION, PROJECT MANAGER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

#### **14.14 Public Records Act.**

- A. Contractor is aware that this Contract and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES**

### **15.01 Use of Site/Sanitary Rules**

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

### **15.02 Protection of Work, Persons, and Property**

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of any City, County and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

#### **15.03 Responsibility For Safety and Health**

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

#### **15.04 Emergencies**

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

#### **15.05 Use of Roadways and Walkways**

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

#### **15.06 Nondiscrimination**

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Government Code Section 12940. Every contractor for public works violating the provisions of Labor Code Section 1735 is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

#### **15.07 Prevailing Wages and Working Hours**

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and



overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

- B. Contractor shall forfeit, as a penalty to Owner, \$200.00 for each laborer, worker, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts that are forfeited pursuant to this Paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.
  - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
  - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
  - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.
  - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.
  - 1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
  - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  - b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
3. With each payment application, Contractor shall also deliver certified payrolls to Owner as set forth above in this Document 00 7200 (General Conditions), and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.
4. Contractor shall post all jobsite notices if and when prescribed by regulation.

#### **15.08 Environmental Controls**

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

#### **15.09 Shoring Safety Plan**

- A. Any conflict between this Paragraph and the Technical Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

**END OF DOCUMENT**

**DOCUMENT 00 7301**  
**SUPPLEMENTAL GENERAL CONDITIONS**

**ATTACHMENT A: FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20250018 07/18/2025

Superseded General Decision Number: CA20240018

State: California

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

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

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

Note: 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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 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 2025.</li></ul> |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed</li></ul>                                                                                                      |

|  |                                                                                                                |
|--|----------------------------------------------------------------------------------------------------------------|
|  | on this wage determination,<br>if it is higher) for all<br>hours spent performing on<br>that contract in 2025. |
|--|----------------------------------------------------------------------------------------------------------------|

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                   | 01/03/2025       |
| 1                   | 01/10/2025       |
| 2                   | 02/07/2025       |
| 3                   | 02/21/2025       |
| 4                   | 02/28/2025       |
| 5                   | 03/07/2025       |
| 6                   | 03/21/2025       |
| 7                   | 05/23/2025       |
| 8                   | 06/06/2025       |
| 9                   | 06/27/2025       |
| 10                  | 07/04/2025       |
| 11                  | 07/11/2025       |
| 12                  | 07/18/2025       |

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

|                                                                                                                    | Rates | Fringes |
|--------------------------------------------------------------------------------------------------------------------|-------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>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  |

-----  
ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN  
FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,  
MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

|  | 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 |

-----  
BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA  
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

BOILERMAKER

|             |          |       |
|-------------|----------|-------|
| Area 1..... | \$ 49.62 | 41.27 |
| Area 2..... | \$ 45.60 | 38.99 |

-----  
BRCA0003-001 08/01/2024

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                      |          |       |
|----------------------|----------|-------|
| MARBLE FINISHER..... | \$ 42.06 | 19.80 |
|----------------------|----------|-------|

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BRCA0003-003 08/01/2024

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 61.72 | 30.31   |

-----  
BRCA0003-005 05/01/2024

|                                                                | Rates    | Fringes |
|----------------------------------------------------------------|----------|---------|
| BRICKLAYER                                                     |          |         |
| ( 1) Fresno, Kings,<br>Madera, Mariposa, Merced....            | \$ 51.17 | 25.80   |
| ( 7) San Francisco, San<br>Mateo.....                          | \$ 57.02 | 28.50   |
| ( 8) Alameda, Contra<br>Costa, San Benito, Santa<br>Clara..... | \$ 56.94 | 26.28   |
| ( 9) Calaveras, San<br>Joaquin, Stanislaus,<br>Toulumne.....   | \$ 52.76 | 25.01   |
| (16) Monterey, Santa Cruz...                                   | \$ 54.18 | 27.82   |

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BRCA0003-008 07/01/2024

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 44.93 | 20.98   |
| TERRAZZO WORKER/SETTER..... | \$ 60.58 | 29.79   |

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BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San  
Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

|               | Rates    | Fringes |
|---------------|----------|---------|
| TILE FINISHER |          |         |
| Area 1.....   | \$ 37.75 | 19.28   |
| Area 2.....   | \$ 34.76 | 19.22   |
| Area 3.....   | \$ 32.68 | 18.32   |
| Tile Layer    |          |         |
| Area 1.....   | \$ 59.92 | 22.62   |
| Area 2.....   | \$ 55.17 | 22.52   |
| Area 3.....   | \$ 50.28 | 22.05   |

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CARP0022-001 07/01/2023



San Francisco County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 60.39 | 33.52   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 60.54 | 33.52   |
| Journeyman Carpenter.....                                                                                             | \$ 60.39 | 33.52   |
| Millwright.....                                                                                                       | \$ 60.49 | 35.11   |

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CARP0034-001 07/01/2021

|                                                 | Rates     | Fringes |
|-------------------------------------------------|-----------|---------|
| Diver                                           |           |         |
| Assistant Tender, ROV<br>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<br>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.

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CARP0034-003 07/01/2021

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Piledriver..... | \$ 54.10 | 34.69   |

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CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne 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   |

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CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced,  
Stanislaus, Tuolumne Counties

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Drywall Installers/Lathers: |          |         |
| Area 1.....                 | \$ 52.65 | 31.26   |
| Area 2.....                 | \$ 46.77 | 31.26   |
| Area 3.....                 | \$ 47.27 | 31.26   |
| Area 4.....                 | \$ 45.92 | 31.26   |
| Drywall Stocker/Scraper     |          |         |
| Area 1.....                 | \$ 26.33 | 18.22   |
| Area 2.....                 | \$ 23.39 | 18.22   |
| Area 3.....                 | \$ 23.64 | 18.22   |
| Area 4.....                 | \$ 22.97 | 18.22   |

-----  
CARP0152-001 07/01/2020

Contra Costa County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 52.65 | 30.82   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 52.80 | 30.82   |
| Journeyman Carpenter.....                                                                                             | \$ 52.65 | 30.82   |
| Millwright.....                                                                                                       | \$ 52.75 | 32.41   |

-----  
CARP0152-002 07/01/2020

San Joaquin County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 52.65 | 30.82   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 46.92 | 30.82   |
| Journeyman Carpenter.....                                                                                             | \$ 46.77 | 30.82   |

|                 |          |       |
|-----------------|----------|-------|
| Millwright..... | \$ 49.27 | 32.41 |
|-----------------|----------|-------|

-----  
CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 52.65 | 30.82 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 45.57 | 30.82 |
| Journeyman Carpenter.....                                                                                             | \$ 45.42 | 30.82 |
| Millwright.....                                                                                                       | \$ 47.92 | 32.41 |

-----  
CARP0217-001 07/01/2023

San Mateo County

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 60.39 | 33.52 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 60.54 | 33.52 |
| Journeyman Carpenter.....                                                                                             | \$ 60.39 | 33.52 |
| Millwright.....                                                                                                       | \$ 60.49 | 35.11 |

-----  
CARP0405-001 07/01/2021

Santa Clara County

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 54.85 | 31.49 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 55.00 | 31.49 |

|                           |          |       |
|---------------------------|----------|-------|
| Journeyman Carpenter..... | \$ 54.85 | 31.49 |
| Millwright.....           | \$ 54.95 | 33.08 |

-----  
 CARP0405-002 07/01/2021

San Benito County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 54.85 | 31.49   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 49.12 | 31.49   |
| Journeyman Carpenter.....                                                                                             | \$ 48.97 | 31.49   |
| Millwright.....                                                                                                       | \$ 51.47 | 33.08   |

-----  
 CARP0505-001 07/01/2021

Santa Cruz County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 54.85 | 31.49   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 49.12 | 31.49   |
| Journeyman Carpenter.....                                                                                             | \$ 48.97 | 31.49   |
| Millwright.....                                                                                                       | \$ 51.47 | 33.08   |

-----  
 CARP0605-001 07/01/2021

Monterey County

|                                                                                                         | Rates    | Fringes |
|---------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                              |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                | \$ 54.85 | 31.49   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw |          |         |

|                           |          |       |
|---------------------------|----------|-------|
| Filer.....                | \$ 49.12 | 31.49 |
| Journeyman Carpenter..... | \$ 48.97 | 31.49 |
| Millwright.....           | \$ 51.47 | 33.08 |

-----

CARP0701-001 07/01/2021

Fresno and Madera 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..... | \$ 47.77 | 31.49   |
| Journeyman Carpenter.....                                                                                 | \$ 47.62 | 31.49   |
| Millwright.....                                                                                           | \$ 50.12 | 33.08   |

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CARP0713-001 07/01/2021

Alameda 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   |

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CARP1109-001 07/01/2021

Kings 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.....                 | \$ 47.77 | 31.49 |
| Journeyman Carpenter.....  | \$ 47.62 | 31.49 |
| Millwright.....            | \$ 50.12 | 33.08 |

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ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

|                        |          |          |
|------------------------|----------|----------|
|                        | Rates    | Fringes  |
| Sound & Communications |          |          |
| Installer.....         | \$ 57.18 | 3%+27.15 |
| Technician.....        | \$ 65.76 | 3%+27.15 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

|                  |          |           |
|------------------|----------|-----------|
|                  | Rates    | Fringes   |
| ELECTRICIAN..... | \$ 91.25 | 3%+45.315 |

-----  
ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN.....        | \$ 49.00 | 29.62   |
| -----                   |          |         |
| ELEC0100-005 12/01/2024 |          |         |

FRESNO, KINGS, MADERA

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Communications System |          |         |
| Installer.....        | \$ 45.28 | 28.01   |
| Technician.....       | \$ 52.07 | 28.21   |

#### 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.

-----  
ELEC0234-001 12/23/2024

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| ELECTRICIAN |          |         |
| Zone A..... | \$ 68.16 | 31.29   |
| Zone B..... | \$ 74.98 | 31.50   |

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 47.93 | 24.09   |
| Technician.....        | \$ 55.12 | 24.30   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

-----  
ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 74.54 | 36.09   |
| ELECTRICIAN.....   | \$ 66.26 | 35.84   |

-----  
ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 48.44 | 27.60   |
| Technician.....        | \$ 55.71 | 27.82   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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\* ELEC0332-001 06/01/2025

SANTA CLARA COUNTY

|                    | Rates     | Fringes |
|--------------------|-----------|---------|
| CABLE SPLICER..... | \$ 104.68 | 49.46   |
| ELECTRICIAN.....   | \$ 91.03  | 49.05   |

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

-----  
ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 56.68 | 28.35   |
| Technician.....        | \$ 65.18 | 28.61   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

-----  
ELEC0595-001 06/01/2025

ALAMEDA COUNTY

|                    | Rates    | Fringes  |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 87.40 | 3%+46.79 |
| ELECTRICIAN.....   | \$ 76.00 | 3%+46.79 |

-----  
ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

|                         | Rates    | Fringes  |
|-------------------------|----------|----------|
| CABLE SPLICER.....      | \$ 59.34 | 3%+30.48 |
| ELECTRICIAN             |          |          |
| (1) Tunnel work.....    | \$ 51.92 | 3%+30.48 |
| (2) All other work..... | \$ 49.45 | 3%+30.48 |

-----  
ELEC0595-006 12/01/2024

ALAMEDA COUNTY

|                        | Rates    | Fringes  |
|------------------------|----------|----------|
| Sound & Communications |          |          |
| Installer.....         | \$ 56.68 | 3%+26.65 |
| Technician.....        | \$ 65.18 | 3%+26.65 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 45.28 | 3%+26.65 |
| Technician.....       | \$ 52.07 | 3%+26.65 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2025

SAN MATEO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 86.00 | 51.07   |

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ELEC0617-003 12/01/2023

SAN MATEO COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 53.18 | 27.75   |
| Technician.....        | \$ 61.16 | 27.98   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 48.50 | 30.09   |

CABLE SPLICER = 110% of Journeyman Electrician

-----  
ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Communications System |          |         |
| Installer.....        | \$ 45.28 | 28.01   |
| Technician.....       | \$ 52.07 | 28.21   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; 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 for which the conductors for the fire alarm system are installed in conduit; excluding 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); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC1245-001 01/01/2025

|                                                                                                                                                                                                                | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LINE CONSTRUCTION                                                                                                                                                                                              |          |         |
| (1) Lineman; Cable splicer..                                                                                                                                                                                   | \$ 70.16 | 24.71   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 53.30 | 22.26   |
| (3) Groundman.....                                                                                                                                                                                             | \$ 40.76 | 21.76   |

(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

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ELEV0008-001 01/01/2025

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 84.05 | 38.435+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.

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ENGI0003-001 07/01/2024

""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 |
|----------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(AREA 1:) |          |         |
| GROUP 1.....                           | \$ 64.15 | 30.89   |
| GROUP 2.....                           | \$ 62.62 | 30.89   |
| GROUP 3.....                           | \$ 61.14 | 30.89   |
| GROUP 4.....                           | \$ 59.76 | 30.89   |
| GROUP 5.....                           | \$ 58.49 | 30.89   |
| GROUP 6.....                           | \$ 57.17 | 30.89   |
| GROUP 7.....                           | \$ 56.03 | 30.89   |
| GROUP 8.....                           | \$ 54.89 | 30.89   |
| GROUP 8-A.....                         | \$ 52.68 | 30.89   |

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

|                        |          |       |
|------------------------|----------|-------|
| GROUP 1<br>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.....                 | \$ 60.25 | 30.89 |
| GROUP 1-A.....               | \$ 62.72 | 30.89 |
| GROUP 2.....                 | \$ 58.99 | 30.89 |
| GROUP 3.....                 | \$ 57.66 | 30.89 |
| GROUP 4.....                 | \$ 56.52 | 30.89 |
| GROUP 5.....                 | \$ 55.38 | 30.89 |
| UNDERGROUND:                 |          |       |
| GROUP 1.....                 | \$ 60.15 | 30.89 |
| GROUP 1-A.....               | \$ 62.62 | 30.89 |
| GROUP 2.....                 | \$ 58.89 | 30.89 |
| GROUP 3.....                 | \$ 57.56 | 30.89 |
| GROUP 4.....                 | \$ 56.42 | 30.89 |
| GROUP 5.....                 | \$ 55.28 | 30.89 |

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; Cargy 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 signaller; 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); Signaller; 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/gunite); 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

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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;

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#### 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

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## 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

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## AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,

MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN  
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,  
STANISLAUS, TUOLUMNE  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

CALAVERAS COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

FRESNO COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

MADERA COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

MARIPOSA COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

MONTEREY COUNTY:  
Area 1: Remainder  
Area 2: Southwestern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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ENGI0003-008 08/01/2024

|                                                                                                     | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| Dredging: (DREDGING:<br>CLAMSHELL & DIPPER DREDGING;<br>HYDRAULIC SUCTION DREDGING:)                |          |         |
| AREA 1:                                                                                             |          |         |
| (1) Leverman.....                                                                                   | \$ 60.61 | 39.55   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....                                                      | \$ 55.65 | 39.55   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>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<br>duty repairman.....\$ 57.65                                                      | 39.55 |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator.....\$ 56.53 | 39.55 |
| (4) Bargeman; Deckhand;<br>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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ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

|                                                    | Rates    | Fringes |
|----------------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(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: Landscape 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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IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 45.78 | 26.51   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 55.33 | 35.15   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 45.78 | 26.51   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 55.83 | 35.15   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0433-005 01/01/2025

REMAINING COUNTIES

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 45.78 | 26.51   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 50.70 | 35.15   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND  
SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,  
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND  
TUOLUMNE COUNTIES

|                                         | Rates    | Fringes |
|-----------------------------------------|----------|---------|
| LABORER (ASBESTOS/MOLD/LEAD<br>LABORER) |          |         |
| Area 1.....                             | \$ 37.75 | 29.69   |
| Area 2.....                             | \$ 36.75 | 29.69   |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial  
site clean-up; site preparation; removal of  
asbestos-containing materials from walls and ceilings; or  
from pipes, boilers and mechanical systems only if they are  
being scrapped; encapsulation, enclosure and disposal of  
asbestos-containing materials by hand or with equipment or  
machinery; scaffolding; fabrication of temporary wooden  
barriers; and assembly of decontamination stations.

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LAB00073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN 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.

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LAB00073-003 07/01/2023

SAN JOAQUIN COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 36.29 | 25.55   |

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LAB00073-005 06/26/2023

|                            | 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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

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LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

|                                                         | Rates    | Fringes |
|---------------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT LABORERS)                   |          |         |
| 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) |          |         |
| (1) New Construction.....                               | \$ 35.25 | 27.30   |
| (2) Establishment Warranty Period.....                  | \$ 28.94 | 27.30   |
| LABORER (GUNITE)                                        |          |         |
| 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)                                      |          |         |
| 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.

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## 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 buckler; 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)

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LAB00073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| LABORER (Plaster Tender)..... | \$ 39.77 | 28.54   |

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

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LAB00261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

|                                        | 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.

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LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO 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; Gunitite & 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

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LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

|                                                       | 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 (WRECKING - AREA A:)                          |          |         |
| GROUP 1.....                                          | \$ 36.50 | 27.30   |

|                              |          |       |
|------------------------------|----------|-------|
| GROUP 2.....                 | \$ 36.35 | 27.30 |
| Laborers: (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 |

#### 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.

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#### 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 buckler; 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".

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## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite 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)

LAB00261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| MASON TENDER, BRICK..... | \$ 37.05 | 27.45   |

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 41.93 | 30.32   |

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

LAB00270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person

|                           |          |       |
|---------------------------|----------|-------|
| Area A.....               | \$ 37.26 | 27.30 |
| Area B.....               | \$ 36.26 | 27.30 |
| Traffic Control Person I  |          |       |
| Area A.....               | \$ 37.56 | 27.30 |
| Area B.....               | \$ 36.56 | 27.30 |
| Traffic Control Person II |          |       |
| Area A.....               | \$ 35.06 | 27.30 |
| Area B.....               | \$ 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.

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LAB00270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ 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; Guniting 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; Guniting & 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

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LAB00270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 36.29 | 25.55   |

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LAB00270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

|                                                   | Rates    | Fringes |
|---------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>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<br>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.

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#### 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 buckler; 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### 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)

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LAB00270-010 06/26/2023

SANTA CLARA COUNTY

|                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>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.....                                                          | \$ 37.08 | 27.30   |
| 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,<br>HORTICULTURAL & LANDSCAPE<br>LABORERS - AREA A:) |          |         |
| (1) New Construction.....                                               | \$ 36.25 | 27.30   |
| (2) Establishment Warranty<br>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.

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## 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 buckler; 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| LABORER (Plaster Tender)..... | \$ 40.68 | 29.68   |

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

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LAB00294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER (Brick)         |          |         |
| Mason Tender-Brick..... | \$ 36.29 | 25.55   |

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LAB00294-002 07/01/2023

FRESNO, KINGS, AND MADERA 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.

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LAB00294-005 06/26/2023

FRESNO, KINGS, AND MADERA 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; Guniting and shotcrete  
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or  
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;  
Cherry pickers - where car is lifted; Concrete finisher  
in tunnel; Concrete screedman; Grout pumpman and potman;  
Guniting & 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

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LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA 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<br>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.

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#### 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 buckler; 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".

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## GUNITE LABORER CLASSIFICATIONS



GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 39.77 | 28.54   |

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

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LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| LABORER (Plaster Tender)..... | \$ 39.77 | 28.54   |

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

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LAB00304-002 07/01/2023

ALAMEDA 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.

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LAB00304-003 06/26/2023

#### ALAMEDA 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

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LAB00304-004 06/26/2023

ALAMEDA COUNTY

|                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>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.....                                                          | \$ 37.08 | 27.30   |
| 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,<br>HORTICULTURAL & LANDSCAPE<br>LABORERS - AREA A:) |          |         |
| (1) New Construction.....                                               | \$ 36.25 | 27.30   |
| (2) Establishment Warranty<br>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 buckler; 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)

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LAB00304-005 07/01/2023

ALAMEDA COUNTY

Rates

Fringes

Brick Tender.....\$ 37.05 27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LAB00304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 41.93 | 30.32   |

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

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LAB00324-002 07/01/2023

CONTRA COSTA 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.

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LAB00324-006 06/26/2023

CONTRA COSTA 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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

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LAB00324-012 06/26/2023

## CONTRA COSTA 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.....              | \$ 37.08 | 27.30   |
| GROUP 1-g.....              | \$ 36.70 | 27.30   |
| 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<br>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.

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#### 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 buckler; 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 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LAB00324-014 07/01/2023

CONTRA COSTA COUNTY:

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 37.05 | 27.45   |

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LAB00324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 41.93 | 30.32   |

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

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LAB01130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE 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.

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LAB01130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE 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; Gunitite & 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

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LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 36.29 | 25.55   |

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LAB01130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , 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<br>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.

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#### 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 buckler; 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".

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## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LAB01130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 39.77 | 28.54   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

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LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| LABORER (Plaster Tender).....                               | \$ 39.77 | 28.54   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

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PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 53.38 | 28.04   |

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

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PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Drywall Finisher/Taper |          |         |
| AREA 1.....            | \$ 63.76 | 32.69   |
| AREA 2.....            | \$ 59.63 | 31.29   |

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PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 59.00 | 33.03   |

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PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

|         | Rates | Fringes |
|---------|-------|---------|
| PAINTER |       |         |

|            |          |       |
|------------|----------|-------|
| Brush..... | \$ 43.45 | 22.80 |
|------------|----------|-------|

FOOTNOTES:

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.

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PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

|              |          |         |
|--------------|----------|---------|
|              | Rates    | Fringes |
| PAINTER..... | \$ 57.00 | 28.04   |

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PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

|              |          |         |
|--------------|----------|---------|
|              | Rates    | Fringes |
| GLAZIER..... | \$ 44.33 | 28.88   |

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PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

|              |          |         |
|--------------|----------|---------|
|              | Rates    | Fringes |
| GLAZIER..... | \$ 56.22 | 34.00   |

-----  
PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

|                             |          |         |
|-----------------------------|----------|---------|
|                             | Rates    | Fringes |
| PAINTER                     |          |         |
| Brush, Roller.....          | \$ 34.49 | 21.80   |
| Drywall Finisher/Taper..... | \$ 35.74 | 21.80   |

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25

additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

-----  
PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.53 | 23.19   |

-----  
PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|              | 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: Striper: 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

-----  
PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE  
COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 48.54 | 26.59   |

-----

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 42.41 | 30.73   |

-----

PLAS0300-001 07/01/2018

|                                                                      | Rates    | Fringes |
|----------------------------------------------------------------------|----------|---------|
| PLASTERER                                                            |          |         |
| AREA 188: Fresno.....                                                | \$ 32.70 | 31.68   |
| AREA 224: San Benito,<br>Santa Clara, Santa Cruz.....                | \$ 32.88 | 31.68   |
| AREA 295: Calaveras & San<br>Joaquin Counties.....                   | \$ 32.70 | 31.68   |
| AREA 337: Monterey County..                                          | \$ 32.88 | 31.68   |
| AREA 429: Mariposa,<br>Merced, Stanislaus,<br>Tuolumne Counties..... | \$ 32.70 | 31.68   |

-----

PLAS0300-005 07/01/2016

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 32.15 | 23.27   |

-----

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

|                                                                 | Rates    | Fringes |
|-----------------------------------------------------------------|----------|---------|
| PLUMBER (Plumber,<br>Steamfitter, Refrigeration<br>Fitter)..... | \$ 85.50 | 48.98   |

-----  
PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

|                                                                  | Rates    | Fringes |
|------------------------------------------------------------------|----------|---------|
| Landscape/Irrigation Fitter<br>(Underground/Utility Fitter)..... | \$ 72.68 | 32.91   |

-----

PLUM0062-001 01/01/2025

MONTEREY AND SANTA CRUZ COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 55.00 | 42.35   |

-----

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Plumber and steamfitter |          |         |
| (1) Refrigeration.....  | \$ 65.28 | 48.04   |
| (2) All other work..... | \$ 66.17 | 48.04   |

-----

PLUM0246-001 01/01/2025

FRESNO, KINGS & MADERA COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 51.65 | 41.59   |

-----

\* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

|                               | Rates       | Fringes |
|-------------------------------|-------------|---------|
| PLUMBER (PIPE TRADESMAN)..... | \$ 13.00 ** | 10.74   |

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt

work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

-----  
PLUM0342-001 07/01/2024

ALAMEDA & CONTRA COSTA COUNTIES

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| PIPEFITTER                          |          |         |
| CONTRA COSTA COUNTY.....            | \$ 78.00 | 48.20   |
| PLUMBER, PIPEFITTER,<br>STEAMFITTER |          |         |
| ALAMEDA COUNTY.....                 | \$ 78.00 | 48.20   |

-----  
PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Underground Utility Worker |          |         |
| /Landscape Fitter.....     | \$ 34.51 | 18.30   |

-----  
PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|



|                         |          |       |
|-------------------------|----------|-------|
| PLUMBER/PIPEFITTER..... | \$ 68.76 | 46.63 |
|-------------------------|----------|-------|

-----  
PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

|                            |          |         |
|----------------------------|----------|---------|
|                            | Rates    | Fringes |
| PLUMBER & STEAMFITTER..... | \$ 55.95 | 37.64   |

-----  
PLUM0467-001 07/01/2024

SAN MATEO COUNTY

|                                   |          |         |
|-----------------------------------|----------|---------|
|                                   | Rates    | Fringes |
| Plumber/Pipefitter/Steamfitter... | \$ 83.75 | 40.65   |

-----  
ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

|             |          |         |
|-------------|----------|---------|
|             | Rates    | Fringes |
| ROOFER..... | \$ 45.76 | 16.86   |

FOOTNOTE: Work with pitch, pitch base of pitch impregnated  
products or any material containing coal tar pitch, on any  
building old or new, where both asphalt and pitchers are  
used in the application of a built-up roof or tear off:  
\$2.00 per hour additional.

-----  
ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

|             |          |         |
|-------------|----------|---------|
|             | Rates    | Fringes |
| ROOFER..... | \$ 55.30 | 22.97   |

-----  
ROOF0081-001 08/01/2024

ALAMEDA AND CONTRA COSTA COUNTIES:

|             |          |         |
|-------------|----------|---------|
|             | Rates    | Fringes |
| Roofer..... | \$ 54.94 | 23.34   |

-----  
ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND  
TUOLUMNE COUNTIES:

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 49.65 | 22.19   |

-----

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| ROOFER                       |          |         |
| Bitumastic, Enameler, Coal   |          |         |
| Tar, Pitch and Mastic        |          |         |
| worker.....                  | \$ 57.17 | 21.51   |
| Journeyman.....              | \$ 53.17 | 21.51   |
| Kettle person (2 kettles)... | \$ 55.17 | 21.51   |

-----

SFCA0483-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA  
COUNTIES:

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| SPRINKLER FITTER (FIRE)..... | \$ 78.94 | 39.10   |

-----

SFCA0669-011 01/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 46.42 | 28.42   |

-----

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| SHEET METAL WORKER   |          |         |
| AREA 1:              |          |         |
| Mechanical Contracts |          |         |
| under \$200,000..... | \$ 55.92 | 45.29   |
| All Other Work.....  | \$ 64.06 | 46.83   |
| AREA 2.....          | \$ 52.90 | 36.44   |
| AREA 3.....          | \$ 55.16 | 34.18   |

-----  
SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 44.34 | 39.22   |

-----  
SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

|                                                              | Rates    | Fringes |
|--------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Excluding<br>metal deck and siding)..... | \$ 41.28 | 45.41   |

-----  
SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 44.07 | 40.79   |

-----  
SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN  
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

|                                                            | Rates    | Fringes |
|------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Metal<br>Decking and Siding only)..... | \$ 44.45 | 35.55   |

-----  
SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN  
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|                                                            | Rates    | Fringes |
|------------------------------------------------------------|----------|---------|
| Sheet metal worker (Metal<br>decking and siding only)..... | \$ 44.45 | 35.55   |

-----

TEAM0094-001 07/01/2025

|                | Rates    | Fringes |
|----------------|----------|---------|
| Truck drivers: |          |         |
| GROUP 1.....   | \$ 43.26 | 34.28   |
| GROUP 2.....   | \$ 43.56 | 34.28   |
| GROUP 3.....   | \$ 43.86 | 34.28   |
| GROUP 4.....   | \$ 44.21 | 34.28   |
| GROUP 5.....   | \$ 44.56 | 34.28   |

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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

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)).

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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.

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#### 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](mailto: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"

**ATTACHMENT B: Department of Housing & Community Development (CDBG)  
Labor Compliance Manual & Contract Language**

Department of Housing & Community Development  
- CDBG Program

Labor Compliance Manual & Contract Language

City of Capitola - Treasure Cove at Jade Street Park 24-CDBG-00001

**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](mailto:BBray@adamsashbygroup.com) -Brenda**



## 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 <u>project</u> 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                                                     | <b>PRIME Contractor ONLY</b>                                                     | 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, Statement of Compliance, and Non-Performance forms<br>Copies eCPR Submissions must be provided | All Contracts                                     | 40-42                                    |
| <input type="checkbox"/> | Evidence of Training fees paid                                                                                            | All Contracts with apprenticeship Classifications | Copy of Invoice & Check or Agency Letter |
| <input type="checkbox"/> | Buy America Preference Certification                                                                                      | All Contracts                                     | 43                                       |

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/WHDLegacyFiles/fedprojc.pdf>  
[https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=LAB&sectionNum=1720](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum=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:

| TIMETABLES                            | GOALS FOR MINORITY<br>PARTICIPATION IN EACH | GOALS FOR WOMEN<br>PARTICIPATION IN EACH |
|---------------------------------------|---------------------------------------------|------------------------------------------|
|                                       | TRADE                                       | TRADE                                    |
| April 1, 1981 Until<br>further notice | 14.9%                                       | 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: **CA20250018 07/18/2025 Mod 12** 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 sub-contractor 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**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 contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or 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 principles 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: \_\_\_\_\_

Name/Title of Authorized Representative: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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                                                                                                                                                     |                              |                              |                                 |                                   | TYPE OF CONTRACT                                                                                                                                                                          |  | SUBCONTRACTOR UTILIZATION                                                                                                                                                  |  |  |
| Name of firm:<br>Contact Person:<br>Address:<br>City/State/Zip:<br>Phone:<br>Email:                                                                              |                              |                              |                                 |                                   | <input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> ENGINEER<br><input type="checkbox"/> CONSTRUCTION<br><input type="checkbox"/> SUPPLIER<br><input type="checkbox"/> SERVICE |  | <input type="checkbox"/> This project <u>WILL NOT</u> utilize subcontractors.<br><br><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/NA | 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/NA | NAME/ADDRESS                                                                                                                                                                              |  |                                                                                                                                                                            |  |  |
| <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Joint Venture<br><input type="checkbox"/> Supplier/Service<br><input type="checkbox"/> Broker |                              |                              |                                 |                                   | Name of Firm:<br>Contact Person:<br>Address:<br>City, Zip:<br>EIN/Phone:<br>Email:                                                                                                        |  |                                                                                                                                                                            |  |  |
| 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/NA | NAME/ADDRESS                                                                                                                                                                              |  |                                                                                                                                                                            |  |  |
| <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Joint Venture<br><input type="checkbox"/> Supplier/Service<br><input type="checkbox"/> Broker |                              |                              |                                 |                                   | Name of Firm:<br>Contact Person:<br>Address:<br>City, Zip:<br>EIN/Phone:<br>Email:                                                                                                        |  |                                                                                                                                                                            |  |  |
| 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/NA | NAME/ADDRESS                                                                                                                                                                              |  |                                                                                                                                                                            |  |  |
| <input type="checkbox"/> Subcontractor<br><input type="checkbox"/> Joint Venture<br><input type="checkbox"/> Supplier/Service<br><input type="checkbox"/> Broker |                              |                              |                                 |                                   | Name of firm:<br>Contact Person:<br>Address:<br>City, Zip:<br>EIN/Phone:<br>Email:                                                                                                        |  |                                                                                                                                                                            |  |  |
| TYPE OF CONTRACT/TRADE:                                                                                                                                          |                              |                              |                                 |                                   |                                                                                                                                                                                           |  |                                                                                                                                                                            |  |  |
| CONTRACT AMOUNT:                                                                                                                                                 |                              |                              |                                 |                                   |                                                                                                                                                                                           |  |                                                                                                                                                                            |  |  |
| GOALS FOR MBE & WBE PARTICIPATION                                                                                                                                |                              |                              |                                 |                                   |                                                                                                                                                                                           |  |                                                                                                                                                                            |  |  |
|                                                                                                                                                                  |                              |                              |                                 |                                   | % MBE                                                                                                                                                                                     |  | % WBE                                                                                                                                                                      |  |  |
| Construction                                                                                                                                                     |                              |                              |                                 |                                   | 14.9%                                                                                                                                                                                     |  | 6.9%                                                                                                                                                                       |  |  |
| Equipment                                                                                                                                                        |                              |                              |                                 |                                   | 14.9%                                                                                                                                                                                     |  | 6.9%                                                                                                                                                                       |  |  |
| Services                                                                                                                                                         |                              |                              |                                 |                                   | 14.9%                                                                                                                                                                                     |  | 6.9%                                                                                                                                                                       |  |  |
| Supplies                                                                                                                                                         |                              |                              |                                 |                                   | 14.9%                                                                                                                                                                                     |  | 6.9%                                                                                                                                                                       |  |  |
| FORM COMPLETED BY                                                                                                                                                |                              |                              |                                 |                                   |                                                                                                                                                                                           |  |                                                                                                                                                                            |  |  |
| Name:                                                                                                                                                            |                              |                              |                                 | Title:                            |                                                                                                                                                                                           |  | Phone:                                                                                                                                                                     |  |  |
| Signature                                                                                                                                                        |                              |                              |                                 | Date:                             |                                                                                                                                                                                           |  | Email:                                                                                                                                                                     |  |  |

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

\_\_\_\_\_

Completed by: \_\_\_\_\_

Title \_\_\_\_\_ 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.

| <b>Ethnic Categories*</b>                 |           | <b>Select One</b>            |
|-------------------------------------------|-----------|------------------------------|
| Hispanic or Latino                        |           | <input type="checkbox"/>     |
| Not-Hispanic or Latino                    |           | <input type="checkbox"/>     |
| <b>Racial Categories*</b>                 |           | <b>Select All that Apply</b> |
| 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 em- ployee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, includ- ing 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 ap- proved 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 HUDfunding 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 on 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:   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
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|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
| Apprentices:   |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
| Federal Rates  |                   |                     |                   |                   |
| Classification | BASIC HOURLY RATE | Total Hourly Fringe | Total HOURLY Rate | Federal Decision: |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
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|                |                   |                     |                   |                   |
|                |                   |                     |                   |                   |
| 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:<br>\$ _____ |
|-----------------|-----------------|----------------------------------------|

|                        |                          |          |          |                               |
|------------------------|--------------------------|----------|----------|-------------------------------|
| <b>FRINGE BENEFITS</b> | Health & Welfare         | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Pension                  | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Vacation/<br>Holiday     | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Training<br>and/or Other | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |

|                 |                 |                                        |
|-----------------|-----------------|----------------------------------------|
| Classification: | Effective Date: | Subsistence or Travel Pay:<br>\$ _____ |
|-----------------|-----------------|----------------------------------------|

|                        |                          |          |          |                               |
|------------------------|--------------------------|----------|----------|-------------------------------|
| <b>FRINGE BENEFITS</b> | Health & Welfare         | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Pension                  | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Vacation/<br>Holiday     | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Training<br>And/or Other | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |

|                 |                 |                                        |
|-----------------|-----------------|----------------------------------------|
| Classification: | Effective Date: | Subsistence or Travel Pay:<br>\$ _____ |
|-----------------|-----------------|----------------------------------------|

|                        |                          |          |          |                               |
|------------------------|--------------------------|----------|----------|-------------------------------|
| <b>FRINGE BENEFITS</b> | Health & Welfare         | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Pension                  | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Vacation/<br>Holiday     | \$ _____ | PAID TO: | Name: _____<br>Address: _____ |
|                        | Training<br>And/or Other | \$ _____ | PAID TO: | Name: _____<br>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 AWARDDING CONTRACT                        | ESTIMATED NUMBER OF JOURNEYMEN 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: \_\_\_\_\_

License No. \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax 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)

# Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025  
OMB No.: 1235-0008  
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

| PROJECT NAME     |                  |                   |                       | PROJECT NO. or CONTRACT NO. |                                              | CERTIFIED PAYROLL NO. |                                     | PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME    |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|------------------|------------------|-------------------|-----------------------|-----------------------------|----------------------------------------------|-----------------------|-------------------------------------|-----------------------------------------------------|--|--|--|--|--|-----|-----------------------------|-------------------------------------|-----------------------------|------------------------------------|------------------|-------------------------------|-------------------------|------|----------------------------------------|------------------|--------------------------------|
|                  |                  |                   |                       |                             |                                              |                       |                                     |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
| PROJECT LOCATION |                  |                   |                       | WAGE DETERMINATION NO.      |                                              | WEEK ENDING DATE      |                                     | PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       |                                     |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
| (1A)             | (1B)             | (1C)              | (1D)                  | (1E)                        | (2)                                          | (3)                   | (4)                                 |                                                     |  |  |  |  |  | (5) | (6A)                        | (6B)                                | (6C)                        | (7A)                               | (7B)             | (8)                           |                         |      | (9)                                    |                  |                                |
| WORKER ENTRY NO. | WORKER LAST NAME | WORKER FIRST NAME | WORKER MIDDLE INITIAL | WORKER IDENTIFYING NO.      | (J) JOURNEYWORKER (RA) REGISTERED APPRENTICE | LABOR CLASSIFICATION  | ST = STRAIGHT TIME<br>OT = OVERTIME | (TOP) DAYS OF WORK WEEK<br>(BOTTOM) DATES           |  |  |  |  |  |     | TOTAL HOURS WORKED FOR WEEK | HOURLY WAGE RATE PAID FOR ST AND OT | TOTAL FRINGE BENEFIT CREDIT | PAYMENT IN LIEU OF FRINGE BENEFITS | GROSS AMT EARNED | GROSS AMT EARNED FOR ALL WORK | DEDUCTIONS FOR ALL WORK |      |                                        |                  | NET PAY TO WORKER FOR ALL WORK |
|                  |                  |                   |                       |                             |                                              |                       |                                     |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               | TAX WITH-HOLDINGS       | FICA | OTHER (MUST SPECIFY, SEE INSTRUCTIONS) | TOTAL DEDUCTIONS |                                |
|                  |                  |                   |                       |                             |                                              |                       |                                     | HOURS WORKED EACH DAY                               |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | ST                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |
|                  |                  |                   |                       |                             |                                              |                       | OT                                  |                                                     |  |  |  |  |  |     |                             |                                     |                             |                                    |                  |                               |                         |      |                                        |                  |                                |

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required 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. Washington, D.C. 20210 (over)

| PROJECT NAME                                                                                                                                                                                                                                                                                                                                                                                                                                        | PROJECT NO. or CONTRACT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PAYROLL NO.                                              | PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME                  |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------|----|-------------------------------------------------------------------|------|-------------------------------------------------------------------|------------------|-------------------------------------------------------------------|----|-------------------------------------------------------------------|----|---------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| PROJECT LOCATION                                                                                                                                                                                                                                                                                                                                                                                                                                    | WEEK ENDING DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CERTIFYING OFFICIAL'S NAME AND TITLE                     |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                            | The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract. |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                            | All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.                                                                                                                                                                                                                                                                       |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                            | The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.                                                                                                                                                                                                                                                                                                                                                                         |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                            | Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| APPRENTICESHIP PROGRAM NAME                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | REGISTERED                                               | NAME OF LABOR CLASSIFICATION                                      |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> OA <input type="checkbox"/> SAA |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> OA <input type="checkbox"/> SAA |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> OA <input type="checkbox"/> SAA |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                            | Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.                                                                                                                 |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <b>HOURLY CREDIT FOR FRINGE BENEFITS</b><br><i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i>                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| NAME OF WORKER                                                                                                                                                                                                                                                                                                                                                                                                                                      | FB NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                          | FB NAME                                                           |    | FB NAME                                                           |      | FB NAME                                                           |                  | FB NAME                                                           |    | FB NAME                                                           |    | TOTAL HOURLY CREDIT |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | FB TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                          | FB TYPE                                                           |    | FB TYPE                                                           |      | FB TYPE                                                           |                  | FB TYPE                                                           |    | FB TYPE                                                           |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PLAN NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                          | PLAN NO.                                                          |    | PLAN NO.                                                          |      | PLAN NO.                                                          |                  | PLAN NO.                                                          |    | PLAN NO.                                                          |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Funded <input type="checkbox"/> Unfunded                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                          | <input type="checkbox"/> Funded <input type="checkbox"/> Unfunded |    | <input type="checkbox"/> Funded <input type="checkbox"/> Unfunded |      | <input type="checkbox"/> Funded <input type="checkbox"/> Unfunded |                  | <input type="checkbox"/> Funded <input type="checkbox"/> Unfunded |    | <input type="checkbox"/> Funded <input type="checkbox"/> Unfunded |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Hourly Credit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                       | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$   | Hourly Credit                                                     | \$               | Hourly Credit                                                     | \$ | Hourly Credit                                                     | \$ | \$                  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                            | All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.                                                                                                                                                                                                                                                                             |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| ADDITIONAL REMARKS                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| SIGNATURE OF CERTIFYING OFFICIAL                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   | DATE |                                                                   | TELEPHONE NUMBER |                                                                   |    | EMAIL ADDRESS                                                     |    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |
| <small>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.</small> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                                                   |    |                                                                   |      |                                                                   |                  |                                                                   |    |                                                                   |    |                     |

## STATEMENT OF NON-PERFORMANCE

Payroll No.: \_\_\_\_\_

Date: \_\_\_\_\_

I do hereby state that no persons employed by \_\_\_\_\_  
(Contractor Name)

performed work on the construction project known as \_\_\_\_\_  
(Project Name)

during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

Final Payroll: ☐ Yes ☐ No

This statement is not required to be submitted until after submission of the initial payroll report. It must then be submitted by the contractor for each week, in place of a certified payroll, where no work is performed until the final certified payroll is submitted.

## CERTIFICATION

# Build America, Buy America Act: Buy America Preference (BAP) Certification



## Project Information

|                |  |
|----------------|--|
| Contractor     |  |
| Project Number |  |
| Project Name   |  |

This “Buy America Preference Certification” is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into an infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

**For covered materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:**

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product;
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

***Attach a list of all covered materials procured by the signatory and used in the project.***

I hereby certify this information is complete and accurate and agree to provide documentation collected on the country of origin for all covered materials I caused to be incorporated into or affixed to an infrastructure project to the CPD grantee and HUD upon request. I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

|           |                    |      |
|-----------|--------------------|------|
| Signature | Title/Organization | Date |
|           |                    |      |

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**ATTACHMENT C: Department of Housing & Community Development (CDBG)  
Section 3 Requirements & Forms**

Department of Housing & Community Development  
- CDBG Program

Section 3 Manual Requirements & Forms

City of Capitola - Treasure Cove at Jade Street Park 24-CDBG-00001

**ADAMS ASHBY GROUP**

1000 Lincoln Rd H-212  
Yuba City, CA 95991

(916) 449-3944 p

(916) 449-3934 f

[BBray@adamsashbygroup.com](mailto:BBray@adamsashbygroup.com) -Brenda





### 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  |
|--------------------------------|-----------------------------------------------|---------------------|-------|
|                                | Section 3 Acknowledgement                     | All Contracts       | 2     |
|                                | Intent to Comply                              | All Contracts       | 17    |
|                                | Estimated Project Work Force Breakdown        | Section 3 Triggered | 18    |
|                                | <b>Form 2-</b> 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    |
|                                | <b>Form 3-</b> Qualitative Efforts            | Section 3 Triggered | 23-24 |
| Incorporate into all contracts | <b>Form 4 -</b> Section 3 Clause              | Section 3 Triggered | 25-26 |
|                                | <b>Form 5 -</b> 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:

| 2025 Section 3 IncomeLimit                    |                   |
|-----------------------------------------------|-------------------|
| County of: Santa Cruz 1 Person = Low \$92,950 | Very Low \$69,250 |

## 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. PayRequest Reporting

- a. Contractors are required to submit a labor hours report (pg. 28-29) with each payroll.

### 2. Annual Reporting

- a. Once a year, contractors must submit a final Section 3 cumulative report for the program year.
- b. Upon completion of a project, a final review will be conducted of the project's overall performance and compliance.
- c. 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](http://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](mailto: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](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 75. 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 75.

## 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          |                                              |                                               |                         |                                                                                                                 |
| Journeyman     |                                              |                                               |                         |                                                                                                                 |
| Apprentices    |                                              |                                               |                         |                                                                                                                 |
| Trainees       |                                              |                                               |                         |                                                                                                                 |
| Others         |                                              |                                               |                         |                                                                                                                 |
| Trade          |                                              |                                               |                         |                                                                                                                 |
| Journeyman     |                                              |                                               |                         |                                                                                                                 |
| Apprentices    |                                              |                                               |                         |                                                                                                                 |
| Trainees       |                                              |                                               |                         |                                                                                                                 |
| Other          |                                              |                                               |                         |                                                                                                                 |
| <b>TOTAL:</b>  | <b>0</b>                                     | <b>0</b>                                      | <b>0</b>                | <b>0</b>                                                                                                        |

### 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

\_\_\_\_\_  
Project Number

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/<br>Trade | Section 3<br>Worker<br>(Y/N) | Targeted<br>Section 3<br>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.

☐

NA-No Section 3 Workers

**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/<br>Income Limit: | Current WORKER income (annualized) is<br>At/Below or Above |       | Worker's Income within Past 5 Years or at<br>Time of Hire was At/Below or Above |                          |
|                                                | At/Below                                                   | Above | At/Below                                                                        | Above                    |
| \$                                             | <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.                                                                                           |
|                          | 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

County or Metropolitan Service Area (MSA).

Where business is Located: \_\_\_\_\_

☒ Partnership

\_\_\_\_\_  
Joint Venture

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](https://dsbs.sba.gov/search/dsp_dsbs.cfm) <https://ucp.dot.ca.gov/licenseForm.htm>

## 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 15<sup>th</sup>

April – June: Due July 15<sup>th</sup>

July – September: Due October 15<sup>th</sup>

October – December: Due January 15<sup>th</sup>

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<br>(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<br>(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.



## 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.



## Advertise & Document

Contractor advertises job opportunities. Contractor posts Section 3 information at job site. Contractor submits all documentation of compliance efforts.



## Monthly Reporting

Contractor submits the labor hours tracking form with each pay request.



## 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 auto 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 ESRI's U.S. Census Block Group Layer.

To create a report or record of the block groups included click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV. This can then be filed with your Section 3 Records.

Ref: 24 C.F.R. Part 75

#### Section 3 Neighborhood Service Area

Search for an address or locate on map

4400 Jade St, Capitola, CA, 95010, USA



Show results within 1 Miles



15

#### USA Census Block Group Boundaries

Block Group 060871217011 in CA

0 mi

Block Group 060871216021 in CA

0.07 mi

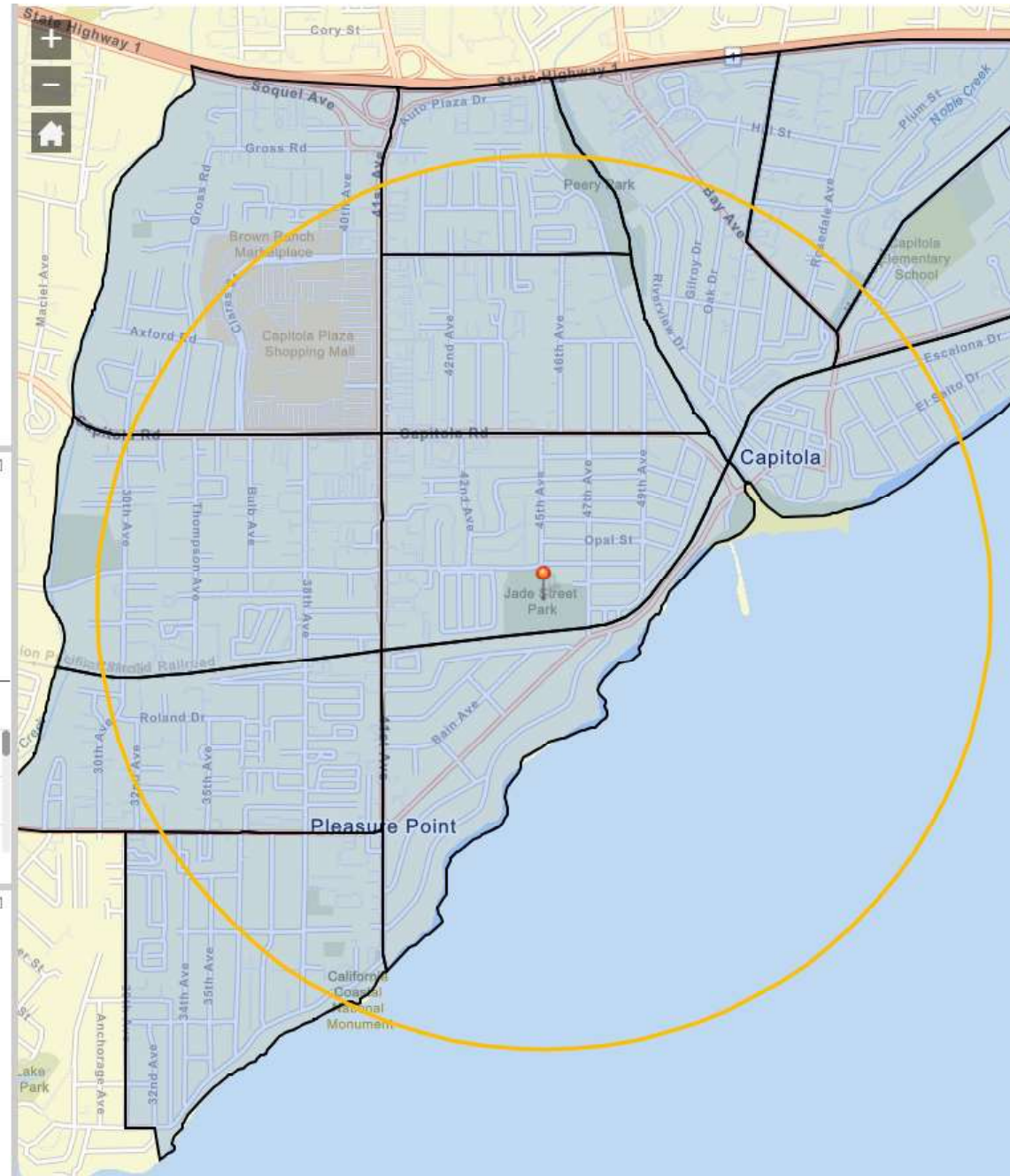
Block Group 060871217022 in CA

0.36 mi

Population

✓ 16,683

Population of Census Block Groups Within or Intersected by Radius



**ATTACHMENT D: Department of Housing & Community Development (CDBG)  
Disadvantaged Business and Section 3 BID Requirements**

Department of Housing & Community Development  
-CDBG Program

Disadvantaged Business and Section 3 BID Requirements

City of Capitola - Treasure Cove at Jade Street Park 24-CDBG-00001

ADAMS ASHBY GROUP

1000 Lincoln Rd H-212  
Yuba City, CA 95991

(916) 449-3944 p

(916) 449-3934 f

[BBray@adamsashbygroup.com](mailto:BBray@adamsashbygroup.com) -Brenda





| 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-Qualitative 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

|                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>This form is required for <u>ALL</u> projects</b>                                                                                                                                                                                                                                             |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <b>OWNER NAME:</b>                                                                                                                                                                                                                                                                               | <b>OWNER PROJECT NUMBER:</b>                                                                                                                                                                                         |                                                                                                                                                                                       |
| <b>PROJECT DESCRIPTION:</b>                                                                                                                                                                                                                                                                      | <b>PROJECT LOCATION:</b>                                                                                                                                                                                             |                                                                                                                                                                                       |
| <b>PRIME CONTRACTOR INFORMATION</b>                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <b>NAME/ADDRESS</b><br>Name of firm:<br>Contact Person:<br>Address:<br>City/State/Zip:<br>Phone:<br>Email:                                                                                                                                                                                       | <b>TYPE OF CONTRACT</b><br><input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> ENGINEER<br><input type="checkbox"/> CONSTRUCTION<br><input type="checkbox"/> SUPPLIER<br><input type="checkbox"/> SERVICE | <b>SUBCONTRACTOR UTILIZATION</b><br>This project <u>WILL NOT</u> utilize subcontractors.<br><br><input type="checkbox"/> This project <u>MAY</u> utilize the following subcontractors |
| <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE   SEC. 3 <input type="checkbox"/> OTHER                                                                                                                                                                   | <b>AMOUNT OF CONTRACT/BID:</b>                                                                                                                                                                                       |                                                                                                                                                                                       |
| <b>SUBCONTRACTOR INFORMATION</b>                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE   SEC. 3 <input type="checkbox"/> OTHER<br><br><input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker | <b>NAME/ADDRESS</b><br>Name of Firm:<br>Contact Person:<br>Address:<br>City, Zip:<br>EIN/Phone:<br>Email:                                                                                                            |                                                                                                                                                                                       |
| TYPE OF CONTRACT/<br>TRADE:<br><br>CONTRACT AMOUNT:                                                                                                                                                                                                                                              |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE   SEC. 3 <input type="checkbox"/> OTHER<br><br><input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker | <b>NAME/ADDRESS</b><br>Name of Firm:<br>Contact Person:<br>Address:<br>City, Zip:<br>EIN/Phone:<br>Email:                                                                                                            |                                                                                                                                                                                       |
| TYPE OF CONTRACT/<br>TRADE:<br><br>CONTRACT AMOUNT:                                                                                                                                                                                                                                              |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE   SEC. 3 <input type="checkbox"/> OTHER<br><br><input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier/Service<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> Broker | <b>NAME/ADDRESS</b><br>Name of firm:<br>Contact Person:<br>Address:<br>City, Zip:<br>EIN/Phone:<br>Email:                                                                                                            |                                                                                                                                                                                       |
| TYPE OF CONTRACT/<br>TRADE:<br><br>CONTRACT AMOUNT:                                                                                                                                                                                                                                              |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <b>GOALS FOR MBE &amp; WBE PARTICIPATION</b>                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                  | <b>% MBE</b>                                                                                                                                                                                                         | <b>% WBE</b>                                                                                                                                                                          |
| <b>Construction</b>                                                                                                                                                                                                                                                                              | 14.9%                                                                                                                                                                                                                | 6.9%                                                                                                                                                                                  |
| <b>Equipment</b>                                                                                                                                                                                                                                                                                 | 14.9%                                                                                                                                                                                                                | 6.9%                                                                                                                                                                                  |
| <b>Services</b>                                                                                                                                                                                                                                                                                  | 14.9%                                                                                                                                                                                                                | 6.9%                                                                                                                                                                                  |
| <b>Supplies</b>                                                                                                                                                                                                                                                                                  | 14.9%                                                                                                                                                                                                                | 6.9%                                                                                                                                                                                  |
| <b>FORM COMPLETED BY</b>                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                      |                                                                                                                                                                                       |
| <b>Name:</b>                                                                                                                                                                                                                                                                                     | <b>Title:</b>                                                                                                                                                                                                        | <b>Phone:</b>                                                                                                                                                                         |
| <b>Signature</b>                                                                                                                                                                                                                                                                                 | <b>Date:</b>                                                                                                                                                                                                         | <b>Email:</b>                                                                                                                                                                         |
| 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? ☐ Yes ☐ No
- 3. Will you be using subcontractors to complete this project? ☐ Yes ☐ No
- 4. Is your bid/contract amount greater than \$200,000? Yes ☐ No ☐

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"/> |                          |
|                       | 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"/> |                          |
| Projects over \$200K: | 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.*

Authorized Representative Signature

Date

Page 4

## 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/<br>Trade | Section 3<br>Worker<br>(Y/N) | Targeted<br>Section 3<br>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](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          |                                              |                                               |                         |                                                                                                                 |
| Journeyman     |                                              |                                               |                         |                                                                                                                 |
| Apprentices    |                                              |                                               |                         |                                                                                                                 |
| Trainees       |                                              |                                               |                         |                                                                                                                 |
| Others         |                                              |                                               |                         |                                                                                                                 |
| Trade          |                                              |                                               |                         |                                                                                                                 |
| Journeyman     |                                              |                                               |                         |                                                                                                                 |
| Apprentices    |                                              |                                               |                         |                                                                                                                 |
| Trainees       |                                              |                                               |                         |                                                                                                                 |
| Other          |                                              |                                               |                         |                                                                                                                 |
| <b>TOTAL:</b>  | <b>0</b>                                     | <b>0</b>                                      | <b>0</b>                | <b>0</b>                                                                                                        |

### 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

\_\_\_\_\_  
Project Number

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"**  
**Effort List of Sub-Contractors Solicited**

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, VENDERS, AND /OR SUPPLIERS CONTACTED FOR QUOTES PERTAINING TO THIS BID

| Company Name | Contact Person | Address | Phone Number | Contract Date | Task description | Response (Y/N) |
|--------------|----------------|---------|--------------|---------------|------------------|----------------|
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |
|              |                |         |              |               |                  |                |

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                |
|                                                                                              |                  |                   |                    |                                                  |
| Address:                                                                                     |                  |                   |                    |                                                  |
| <input type="checkbox"/> DBE<br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                  |                   |                    | <input type="checkbox"/> NOT Selected<br>Reason: |
| Name:                                                                                        |                  |                   |                    | <input type="checkbox"/> Selected                |
|                                                                                              |                  |                   |                    |                                                  |
| Address:                                                                                     |                  |                   |                    |                                                  |
| <input type="checkbox"/> DBE<br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                  |                   |                    | <input type="checkbox"/> NOT Selected<br>Reason: |
| Name:                                                                                        |                  |                   |                    | <input type="checkbox"/> Selected                |
|                                                                                              |                  |                   |                    |                                                  |
| Address:                                                                                     |                  |                   |                    |                                                  |
| <input type="checkbox"/> DBE<br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                  |                   |                    | <input type="checkbox"/> NOT Selected<br>Reason: |
| Name:                                                                                        |                  |                   |                    | <input type="checkbox"/> Selected                |
|                                                                                              |                  |                   |                    |                                                  |
| Address:                                                                                     |                  |                   |                    |                                                  |
| <input type="checkbox"/> DBE<br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                  |                   |                    | <input type="checkbox"/> NOT Selected<br>Reason: |
| Name:                                                                                        |                  |                   |                    | <input type="checkbox"/> Selected                |
|                                                                                              |                  |                   |                    |                                                  |
| Address:                                                                                     |                  |                   |                    |                                                  |
| <input type="checkbox"/> DBE<br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                  |                   |                    | <input type="checkbox"/> NOT Selected<br>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:

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**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**

## 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/<br>Income Limit: | Current WORKER income (annualized) is<br>At/Below or Above |       | Worker's Income within Past 5 Years or at<br>Time of Hire was At/Below or Above |       |
|                                                | At/Below                                                   | Above | At/Below                                                                        | Above |
| \$                                             |                                                            |       |                                                                                 |       |

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

### 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 auto 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 ESRI's U.S. Census Block Group Layer.

To create a report or record of the block groups included click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV. This can then be filed with your Section 3 Records.

Ref: 24 C.F.R. Part 75

#### Section 3 Neighborhood Service Area

Search for an address or locate on map

4400 Jade St, Capitola, CA, 95010, USA



Show results within 1 Miles



0

15

#### USA Census Block Group Boundaries

Block Group 060871217011 in CA

0 mi

Block Group 060871216021 in CA

0.07 mi

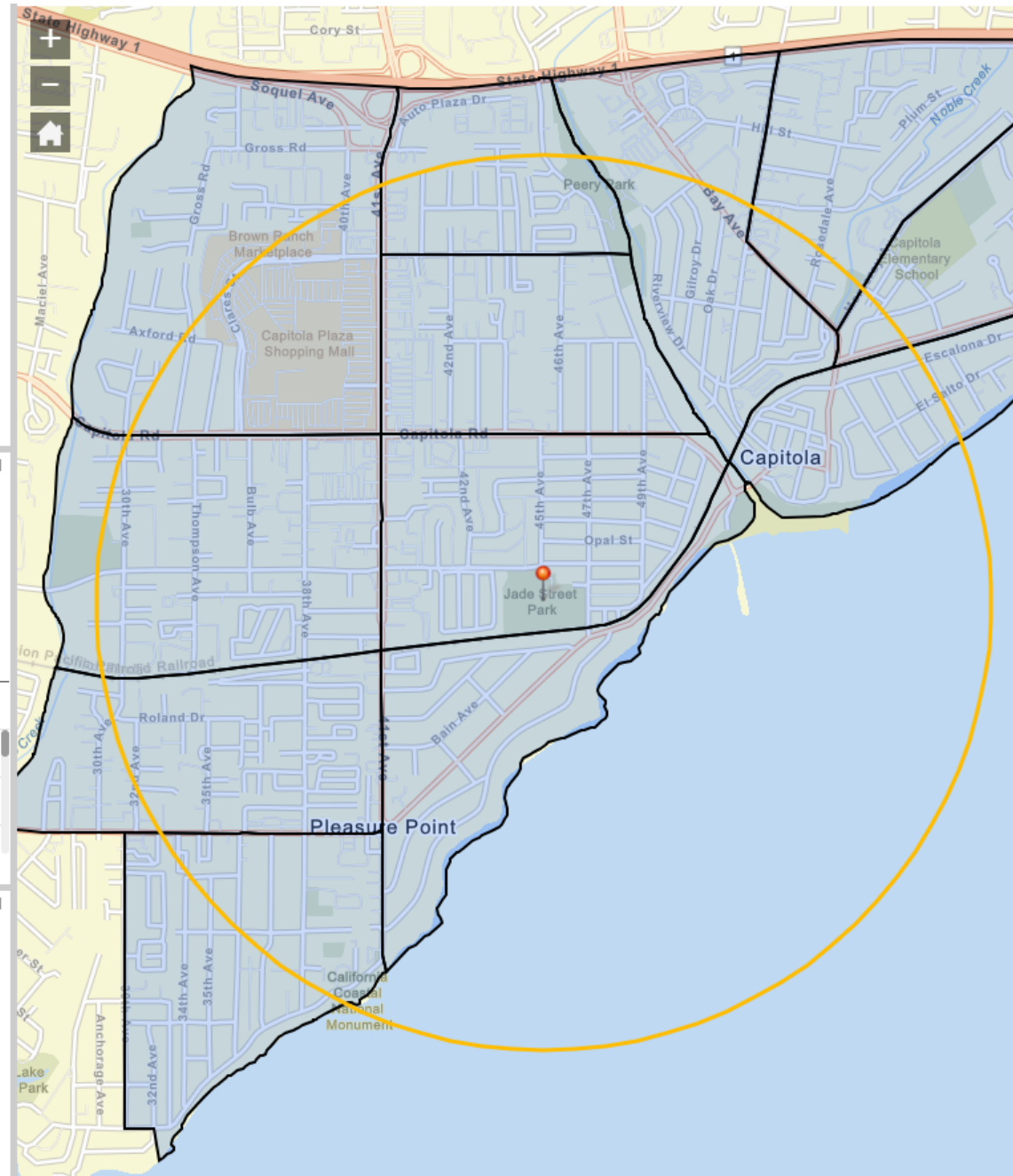
Block Group 060871217022 in CA

0.36 mi

Population

✓ 16,683

Population of Census Block Groups Within or Intersected by Radius



## 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.



**DOCUMENT 00 7316**

**SUPPLEMENTAL CONDITIONS – INSURANCE AND INDEMNIFICATION**

**ARTICLE 1 INSURANCE**

- 1.01** At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to Owner satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:
- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (**Occurrence Form**). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **\$5,000,000** each occurrence, **\$5,000,000** general aggregate limit, and **\$5,000,000** aggregate for products and completed operations. The policy shall be endorsed to provide Broad Form Property Damage Coverage.
  - B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **\$5,000,000** each person Bodily Injury, **\$5,000,000** each occurrence Bodily Injury, and **\$5,000,000** each occurrence Property Damage.
  - C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **\$10,000**. Each loss shall be borne by Contractor.
  - D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
  - E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 1.02** If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner in Paragraph 1.01 above, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.
- 1.03** All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of **A-, VIII** or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 1.04** Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 (including any umbrella or excess liability policy(ies)) shall be endorsed as follows and provided prior to execution of the Contract Documents.
- A. Commercial General Liability Endorsement

Contractor shall furnish to the City the "Commercial General Liability Endorsement" as provided in this Document 00 7316. The preferred form is a CG 20 10 11 85, but the Contractor may substitute an alternative endorsement, with prior approval by the City, provided the endorsement references "your work" and contains the following minimum specific components:

1. The insurance policy number.
2. A statement that includes the following language: "The City of Capitola, including its officers, officials, employees, and volunteers, are included as insureds."
3. A statement acknowledging the insured's insurance as primary as respects the City of Capitola and that any other insurance maintained by the City of Capitola shall be in excess of the insured's insurance and shall not be called upon to contribute with it.
4. A statement that the policy shall not be canceled except after thirty (30) days prior written notice to the City of Capitola.
5. An original, authorized signature.
6. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

An alternative to the submission of a CG 20 10 11 85 form is available. A CG 20 10 10 01 or a CG 20 33 10 01 (or similarly worded document) along with a CG 20 37 10 01 will be acceptable in lieu of a CG 20 10 11 85 form.

Note: Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy language, are not acceptable.

B. Automobile Liability Special Endorsement

Contractor shall furnish to the City the "Automobile Liability Special Endorsement" as provided in this Document 00 7316. The Contractor may substitute an alternative endorsement with prior approval by the City, provided the endorsement contains the following minimum specific components:

1. The insurance policy number.
2. A statement that includes the following language: "The City of Capitola, including its officers, officials, employees, and volunteers, are included as insureds."
3. A statement acknowledging the insured's insurance as primary as respects the City of Capitola and that any other insurance maintained by the City of Capitola shall be in excess of the insured's insurance, and shall not be called upon to contribute with it.
4. A statement that the policy shall not be canceled except after thirty days prior written notice to the City of Capitola.
5. An original, authorized signature.
6. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).

C. Workers' Compensation and Employer's Liability Special Endorsement

Contractor shall furnish to the City the "Workers' Compensation and Employer's Liability Special Endorsement" as provided in this Document 00 7316. The Contractor may substitute an alternative endorsement with prior approval by the City, provided the endorsement contains the following minimum specific components:

1. A waiver of subrogation clause which states the following:  

"This insurance company agrees to waive all rights of subrogation against the City of Capitola, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."
2. The insurance policy number.
3. A statement that the policy shall not be canceled except after thirty days prior written notice to the City of Capitola.
4. An original, authorized signature.
5. Contractor shall maintain limits for employer's liability no less than \$1,000,000 per accident for bodily injury or disease.

As an alternative, the City will accept State Compensation Insurance Fund endorsement documentation in lieu of the form of endorsement provided in this Document 00 7316, provided that the documentation contains State Fund endorsement numbers 2065 and 2570.

- D. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
- E. Contractor or its insurance broker shall submit to Owner a copy of the "Declarations Page" for each policy identified under Paragraph 1.01 above. The Declarations Page shall include the name of the insurance carrier, the applicable policy number, the types of coverage and limits of

insurance provided, the effective date(s) of the policy, the insurance broker's name and license number, and a list of all coverage forms and endorsements.

- F. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- 1.05** Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain all insurance in full force and effect during entire period of performance of Contract Documents, including warranty and guarantee periods. However, Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment, and shall maintain General Liability Insurance throughout the entire Extended Term specified Paragraph 1.01 above. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- 1.06** Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- 1.07** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.08** Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.09** Except for Comprehensive General Liability Insurance, of which Subcontractors need only obtain **[\$1,000,000]** in coverage, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.
- 1.10** The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work (Professional).
- A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:
- B. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **\$1,000,000** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and

shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

1. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

## **ARTICLE 2 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION**

- 2.01** Owner and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 2.02** To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, Owner and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from Owner's sole negligence, willful misconduct, or active negligence.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against Owner and each of its officers, officials, employees, consultants and agents including, without limitation, Owner, the governing board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Public Contract Code Section 9201.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's Commercial General Liability "Certificate of Insurance" to this page)

**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's "Commercial General Liability Endorsement" to this page.)

**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's "Automobile Liability Special Endorsement" to this page.)



**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's "Workers' Compensation and Employer's Liability Special Endorsement" to this page.)

**END OF DOCUMENT**

**DOCUMENT 00 7320**

**COVID REQUIREMENTS**

**ARTICLE 1 DEFINITIONS**

**1.01** The following definitions apply to this Document 00 7320:

- A. The 2019 novel coronavirus (including all variants) and the disease it causes are collectively referred to herein as **COVID-19**.
- B. A **COVID-19 Condition** is something attributable to COVID-19 not caused by Contractor (which for purposes herein includes all subcontractors and suppliers) and beyond its reasonable control, including without limitation COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by Contractor and which are beyond its reasonable control.
- C. A **COVID-19 Proclamation** includes without limitation orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, including without limitation the CDC, OSHA, Cal/OSHA, County or Owner, including without limitation the CalOSHA COVID-19 Prevention Emergency Temporary Standards. Contractor acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase Contractor's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, Contractor shall follow the most applicable, restrictive and newest COVID-19 Proclamations.
- D. An **Unknown COVID-19 Condition** is a COVID-19 Condition Contractor did not know about, and reasonably should not have known about, as of the date Contractor submitted its Bid. The requirements contained in COVID-19 Proclamations issued before submission of a Bid are not Unknown COVID-19 Conditions, and Contractor will be deemed to have knowledge of those requirements.
- E. An **Unknown COVID-19 Cost** is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable under the circumstances; (iii) is not the result of Contractor's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subcontractors' or suppliers' failure to comply with a COVID-19 Proclamation while on the Project Site or in connection with performance of the Work.

**ARTICLE 2 COVID-19 CONDITIONS AND BID.**

**2.01** Contractor is expected to know and is deemed to have known about COVID-19 Conditions when it submits its Bid, and COVID-19 Conditions must be accounted for in Contractor's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, Contractor must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition

**ARTICLE 3 COMPLIANCE WITH COVID-19 PROCLAMATIONS.**

**3.01** Contractor shall comply with COVID-19 Proclamations in performance of the Work, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Work. The cost of such compliance is non-compensable, except as otherwise expressly stated in this Document 00 7320.

- 3.02** Contractor is responsible to ensure that its subcontractors and suppliers comply with COVID-19 Proclamations while they are on the Project Site and in connection with the performance of their portion of the Work.

**ARTICLE 4 DELAY.**

- 4.01** Contractor is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**ARTICLE 5 OWNER DIRECTED SUSPENSION.**

- 5.01** Owner may suspend work at the Project site due to COVID-19 health concerns, even though Contractor may be allowed to proceed with Work based on COVID-19 Proclamations. Owner may suspend the work for its convenience. Contractor is entitled to a time extension for an Owner Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Contractor incurs increased costs that are Unknown COVID-19 Costs.

**ARTICLE 6 COMPENSATION FOR COVID-19 COSTS.**

- 6.01** Owner will reimburse Contractor for costs attributable to COVID-19, and which are not included in the Schedule of Values, only if the cost is an Unknown COVID-19 Cost

**ARTICLE 7 SAFE WORK PRACTICES.**

- 7.01** Contractor shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subcontractors, laborers or suppliers (**worker(s)**) on the construction site in advance of their arrival on the job site for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a job site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways, hoists and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating site deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels on the job site. Contractor remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**ARTICLE 8 MONITORING AND REPORTING.**

- 8.01** Owner may require Contractor to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Contractor shall immediately report to Owner any outbreaks of COVID-19 among its workers. Contractor shall not knowingly allow any worker who has tested positive with COVID-19 to enter an Owner building. In the event of an outbreak or an exposure to COVID-19, Owner may impose appropriate mitigation strategies which may be in consultation with the public health officer.

**ARTICLE 9 PRECEDENCE.**

- 9.01** This Document 00 7320 shall take precedence over any other conflicting Contract Document.

**DOCUMENT 00 7324**

**IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION**

Attention is directed to provisions of the California Code of Regulations Sections 2449, 2449.1, and 2449.2, Title 13, relating to In-Use Off-Road Diesel-Fueled Fleets (Regulation), issued by the California Air Resources Board (CARB). Contractor warrants that it shall be knowledgeable of and comply with the Regulation, including without limitation the matters contained in this Document 00 7304, at all times prior to and during its work on the Project. The Regulation shall control in the event of any conflict between this Document 00 7304 and the Regulation.

**A. Contracting Requirements.**

1. If the Project involves the use of vehicles subject to the Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Regulation section 2449(n), for the fleet selected for the Contract and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

2. Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed Subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

3. The Certificates of Reported Compliance received by the Contractor for the Project must be retained for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.

4. If the Project is considered to be an emergency operation, as defined in Regulation section 2449(c)(18), it is exempt from the requirements in Regulation section 2449(i)(1)-(3). Nevertheless, Contractor must still retain records verifying vehicles subject to the Regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

**B. Other Contractor Requirements.**

1. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

2. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites.

3. If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB when as provided and within the time period contained in in the Regulation

4. Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor.

5. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in in the Regulation.

END OF DOCUMENT

**DOCUMENT 00 7380**

**APPRENTICESHIP PROGRAM**

**ARTICLE 1 COMPLIANCE REQUIRED**

- 1.01** Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

**ARTICLE 2 CERTIFICATION OF APPROVAL**

- 2.01** Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:
- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
  - B. When the number of apprentices in training in the area exceeds a ratio of one to five;
  - C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
  - D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

**ARTICLE 3 FUND CONTRIBUTIONS**

- 3.01** Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

**ARTICLE 4 APPRENTICESHIP STANDARDS**

- 4.01** Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

**ARTICLE 5 APPRENTICESHIP STANDARDS**

- 5.01** Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

**END OF DOCUMENT**

**DOCUMENT 00 9113**

**ADDENDA**

**CITY OF CAPITOLA**

**TREASURE COVE AT JADE STREET PARK**

**4400 Jade Street, Capitola, CA 95010**

**DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD**

**END OF DOCUMENT**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 1100**

**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section includes Summary of Work and Work Restrictions including:
  - 1. Work Covered By Contract Documents
  - 2. Bid Item, Allowances and Alternates
  - 3. Specialty Items
  - 4. Work Under Other Contracts
  - 5. Future Work
  - 6. Work Sequence
  - 7. Work Days and Hours
  - 8. Shutdown for Discovery of Cultural Resources
  - 9. Cooperation of Contractor and Coordination with Other Work
  - 10. Partial Occupancy/Utilization Requirements
  - 11. Contractor Use of Site
  - 12. Air Quality Standards
  - 13. Construction Staking and Monument Protection
  - 14. Protection of Existing Structures and Underground Facilities
  - 15. Permits
  - 16. Owner-Furnished Products

**1.02 Work Covered by Contract Documents**

- A. Work comprises of the construction of Owner's Treasure Cove at Jade Street Park Project located at 4400 Jade Street, Capitola, CA 95010. Contract Documents fully describe the Work.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
- D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

**1.03 Bid Items, Allowances and Alternates**



- A. Descriptions of Lump Sum Items (listed by Bid item numbers): **All labor, materials, services, and equipment necessary for the completion of all of the work in accordance to the Contract Documents.**

**1.04 Work Under Other Contracts**

- A. The project site is an active construction area. During the course of this contract, the City will be completing additional capital improvement projects at the Capitola Community Center and improvements to the stand alone park restroom facilities. These projects may be underway before, during, or after this contract's period of performance. The Contractor shall coordinate all access, staging, and construction activities with the Owner and other contractors as necessary to avoid conflicts, ensure safety, and maintain progress. Shared use of site access, utilities, and staging areas will be required. No additional compensation will be provided for impacts resulting from coordination with concurrent work.

**1.05 Work Sequence**

- A. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.

**1.06 Work Days and Hours**

- A. Work Days and hours: Owner's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are Monday-Friday inclusive, 7:00 a.m. - 6:00 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

**1.07 Cooperation of Contractor and Coordination with Other Work**

- A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions).

**1.08 Contractor Use of Site**

- A. Access is available to the Site from **Jade Street**.
- B. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
- D. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.
- E. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- F. The Contractor shall follow all City ordinances in force during the duration of this Contract.
- G. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- H. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

### **1.09 Project Coordination Requirements**

- A. Due to the complexity of active and concurrent construction projects at this site, the Contractor is responsible for close coordination with all stakeholders, including other contractors working under separate contracts with the City. Coordination shall include participation in project meetings, adherence to site-specific staging constraints, and adjustment of sequencing as needed to accommodate other ongoing work. No additional compensation will be provided for delays or limitations that result from these anticipated site conditions.

### **1.10 Air Quality Standards**

- A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
- B. Maintain equipment in good mechanical condition.
- C. Cover trucks hauling dirt.
- D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
- E. Replace ground cover in disturbed areas as soon as possible.
- F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
- G. Remove earth tracked onto neighboring paved roads at least once daily.
- H. Limit equipment speed to 10 miles per hour in unpaved areas.

### **1.11 Construction Staking and Monument Protection**

- A. Notify Owner three Business Days prior to the need for initial staking. Owner will provide engineering surveys to establish construction stakes that in Owner's judgment are necessary to enable Contractor to proceed with the Work.
- B. If Contractor finds any additional staking necessary, notify Owner in writing two Business Days in advance. Owner shall have no liability for any inadequacy unless Contractor notifies Owner and Owner fails to cure within three Business Days of such notice.
- C. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, provide at least two Business Days advance notice to Owner. In any event, notify Owner whenever any construction stakes or property monuments are lost or destroyed or require relocation because of necessary changes in grades or locations. Owner shall replace or repair construction stakes or property monuments at Contractor's expense.
- D. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.
- E. Illegible survey requests or requests for surveys without proper (at least three Business Days) notification, may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.
- F. If Owner's survey crews are not available to perform the survey staking following proper notification, Contractor shall provide its own survey staking. Provide Owner with Contractor's survey staking information in writing within three Business Days after it becomes available to Contractor.

### **1.12 Geotechnical Data and Existing Conditions**

- A. Available Documentation: Available Documentation: In accordance with, and subject to, the provisions of Document 00 3132 (Geotechnical Data and Existing Conditions), the following documentation is available for review. This information is not part of the Contract Documents.
  - 1. N.A

### **1.13 Protection of Existing Structures and Underground Facilities**

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least two Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:
  - 1. Sewer lines: Santa Cruz County Sanitation District
  - 2. Water lines: Soquel Creek Water District
  - 3. Telephone conduit: AT&T
  - 4. Cable: Charter Communications
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

### **PART 2 PRODUCTS– NOT USED**

### **PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

**PART 1 GENERAL**

**1.01 Summary**

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

**1.02 References**

- A. California Public Contract Code
- B. Code of Civil Procedure
- C. Government Code
- D. Civil Code

**1.03 Composition and Scope Of Contract Sum**

A. Scope of Contract Sum

1. Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof. Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Contractor overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements.
3. Unless Contract Documents expressly provide otherwise, Contract Sum shall be deemed to include:
  - (a) Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum, unit price or otherwise) until acceptance by Owner;
  - (b) All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum, unit price or otherwise) as provided in Contract Documents; and
  - (c) Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum, unit price or otherwise).

B. Unit Price Items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the

estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding Contractor's percentage completion of the Work or item.
3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items

1. Allowances. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.
2. Allowance items (if any) are specified in Section 01 1100 (Summary of Work) or Section 01 2100 (Allowances).

**1.04 Payment Procedures**

A. Work Breakdown Structure/Schedule of Values

1. Within time period specified in Document 00 7200 (General Conditions), but in any event prior to Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown may be referred to as the Schedule of Values (**SOV**), Work Breakdown Structure or both.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:
2. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to Owner Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.
4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
5. Each Application for Payment shall list each Change Order and Construction Change Directive (**CCD**) executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
6. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
3. Pursuant to Public Contract Code Section 20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the

legal rates set forth in Code of Civil Procedure Section 685.010 (a). The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.

4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional five percent (5%) of any earned amounts until such requirements are satisfied.
5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from Contractor and subcontractors for the current payment period.

**D. Payment for Material and Equipment Not Yet Incorporated Into the Work**

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
  - a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
  - b. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
  - c. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
  - d. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
  - e. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
  - f. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, without limitation, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously

paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

#### **1.05 Final Payment**

##### **A. Final Payment**

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

##### **B. Final Accounting**

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

#### **1.06 Substitution of Securities**

- A. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted as provided under Document 00 6290.

#### **1.07 Basis And Effect Of Payment**

- A. Payment will be made by Owner, based on Owner observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:
1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
  2. Reviewed construction means, methods, techniques, sequences, or procedures;
  3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
  4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.
- B. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of Work actually done and estimated amount as set forth herein, or for elimination of Work Items.

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION – NOT USED**

**END OF SECTION**



DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

**MODIFICATION PROCEDURES**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
- B. Description of procedures for modifying the Contract Documents and determining costs for changes in Contract Sum or Contract Time.

**1.02 Procedures For Contractor Initiated Change Order**

- A. Contractor-Initiated Change Proposal Request (CPR) and Procedures
  - 1. Contractor may initiate changes by submitting a Change Proposal Request (**CPR**).
  - 2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the Cost Proposal Form attached to this Section 01 2600 or otherwise included in this Project Manual. All CPR's must contain a complete breakdown of costs of credits, deducts and extras; itemizing labor, materials, equipment, markup, bonds, insurance and taxes; and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
  - 3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
  - 4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven Days (except as otherwise provided herein), submit a revised CPR.
  - 5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (**CD**) as provided below.
- B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations
  - 1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
  - 2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
  - 3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs

where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required in these Contract Documents, including Section 01 3200 (Progress Schedules and Reports), concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 Days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit all CPR's (preliminary and final), notices of potential claim, Claims, and TIE's within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

**1.03 Procedures for Owner-Initiated Change Orders**

A. Owner Initiated Change Directives (CD)

1. Owner may, by Change Directive (**CD**) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten Days.
3. Contractor's response must be any one of following:
  - (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).

- (b) Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
    - (c) Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.
  - 4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
    - (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
    - (b) Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
    - (c) Cost to be determined in a manner agreed.
  - 5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
  - 6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
  - 7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.
- B. Owner Initiated Change Order (CO) Or Request For Proposal (RFP)
- 1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (**RFP**) or Change Order (**CO**) to Contractor.
  - 2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
  - 3. In response to an RFP, Contractor shall furnish a Change Proposal Request (**CPR**) within 21 Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
  - 4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

#### **1.04 Procedures that Apply to Contractor- and Owner-Initiated Change Orders**

##### **A. Adjustment of Schedules to Reflect Change Orders or CDs**

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

##### **B. Required Documentation for Adjustments to Contract Amounts**

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
  - (a) Quantities of products, materials, labor and equipment.
  - (b) Taxes, insurance, and bonds.
  - (c) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
  - (d) Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
  - (a) Origin and date of claim or request for additional compensation.
  - (b) Dates and times Work was performed and by whom.
  - (c) Time records and wage rates paid.
  - (d) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
  - (e) Credit for deletions from Contract, similarly documented.

##### **C. Responses and Disputes**

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

#### **1.05 Cost Determination for Changes in Contract Amounts**

##### **A. Calculation of Total Cost of Extra Work**

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost of Construction or Direct Costs); Component 2 (Markup); and, Component 3 (Bonds, Insurance, Taxes).
2. **Component 1:** Direct Costs of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, equipment rental costs, and material costs, as defined herein;
3. **Component 2:** Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. **Component 3:** Actual additional costs for any additionally required bonds, insurance, and/or taxes by Contractor, Subcontractors, or other forces, defined herein, is calculated without markup.
5. All amounts payable to Subcontractors under Components 1, 2, and 3: must be earned under the terms of the applicable Subcontracts; must be properly requested, documented

and permitted under the terms of the applicable subcontract(s) and Contract Documents; and shall be payable only if changed Work complies with terms of Contract Documents.

**1.06 Measurement Of Direct Cost Of Construction (Cost Component 1)**

**A. Composition of Component 1 (Direct Cost of Construction)**

1. Component 1 has three subcomponents, also referred to as labor, equipment, and materials (**LEM**):
  - (a) Labor (**Component 1A**)
  - (b) Equipment (**Component 1B**)
  - (c) Materials (**Component 1C**)

**B. Measurement of Cost of Labor (Component 1A)**

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
  - (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  - (b) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
  - (c) Cost of labor shall include no other costs, fees or charges.
2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, and delivered to Owner weekly.

**C. Measurement of Cost of Equipment (Component 1B)**

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Caltrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (**AED**) book.
4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered

to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
  - (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
  - (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
  - (c) Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
  - (a) Owner will pay for costs of loading and unloading equipment.
  - (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
  - (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
  - (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
  - (e) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
9. Cost of Equipment shall include no other costs, fees or charges.

**D. Measurement of Cost of Material (Component 1C)**

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Cost of Material shall include no other costs, fees or charges.

**1.07 Measurement and Payment of Markup (Cost Component 2)**

**A. Markup Percentages for Changed Work (Component 2)**

1. Markup on Direct Cost of labor, materials and equipment for extra Work pursuant to the Contract Documents performed by Contractor shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on Component 1 Direct Costs shall be 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed 20%, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Markup (Component 2)

1. Markup (Component 2) provides complete compensation to Contractor and all Subcontractors for:
  - (a) All Contractor and Subcontractor profit;
  - (b) All Contractor and Subcontractor home-office overhead;
  - (c) All Contractor and Subcontractor assumption of risk assigned to Contractor under the Contract Documents;
  - (d) Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements of Contractor (and, if applicable, Subcontractors).
2. Profit. Compensation for profit included within Component 2 (Markup), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Markup), includes without limitation: Salaries and other compensation of any type of Contractor's and Subcontractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor and Subcontractors at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor's and Subcontractor's assumption of risk under the Contract Documents, included within Component 2 (Markup), includes, without limitation, loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (**unallowable costs**), for Contractor and Subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to Subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor's (and, if applicable Subcontractors') General Conditions and General Requirements Costs included within Component 2 (Markup) includes compensation for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are

performing Work at the Project Site, and all “General Requirements Costs” below. Personnel and Work compensated by this Component include, without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; and estimating. General Requirements Costs included within Component 2 (Markup) include, without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor’s motor vehicles used by any Contractor’s personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by Component 2 (Markup) do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; and extra security required specifically for the changed work.

#### **1.08 Measurement and Payment of Bonds, Insurance, Taxes (Component 3)**

##### **A. Measurement of Bonds, Insurance, Taxes (Component 3)**

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as **BIT**. All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no markup on BIT.

#### **1.09 Effect Of Payment**

##### **A. Change Order Compensation is All Inclusive**

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEM) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.



4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

**B. Exception for Changes Extending Contract Time**

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct LEM costs, provided Contractor can demonstrate such additional costs are (i) actually incurred performing the Work, (ii) not compensated by Component 2 (Markup), and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

**C. Limits of Liability/Accord and Satisfaction**

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractors) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than 30 Days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

**1.10 Miscellaneous Requirements**

**A. Owner-Furnished Materials**

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

**B. Records and Certification**

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily

comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

**COST PROPOSAL FORM**

**[Insert Project Name]**

Contract Number \_\_\_\_\_

**CP Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**In Response To** \_\_\_\_\_

(RFP #, etc.)

**To: CITY OF CAPITOLA**

Attention: [\_\_\_\_\_] \_\_\_\_\_

\_\_\_\_\_, CA 9 \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**From: [Insert Contractor's Name/Address]** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Cost Proposal is in response to the above-referenced \_\_\_\_\_ [insert RFP, etc. as applicable].

Brief description of change(s): \_\_\_\_\_

\_\_\_\_\_

| ITEM DESCRIPTION                                        | PRIME CONTRACTOR | SUB 1 | SUB 2 | SUB 3 | SUB 4 | TOTAL |
|---------------------------------------------------------|------------------|-------|-------|-------|-------|-------|
| LABOR                                                   |                  |       |       |       |       |       |
| EQUIPMENT                                               |                  |       |       |       |       |       |
| MATERIAL                                                |                  |       |       |       |       |       |
| TOTAL DIRECT COST OF CONSTRUCTION (LEM)                 |                  |       |       |       |       |       |
| MARKUP FOR PRIME CONTRACTOR'S SELF-PERFORMED WORK (15%) |                  |       |       |       |       |       |
| MARKUP FOR SUBCONTRACTOR-PERFORMED WORK (20%)           |                  |       |       |       |       |       |
| BONDS, INSURANCE AND TAXES                              |                  |       |       |       |       |       |
| GRAND TOTAL                                             |                  |       |       |       |       |       |

**REQUESTED CHANGE IN CONTRACT TIME (DAYS)**

(Time Impact Evaluation Enclosed)

By Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 3119**

**PROJECT MEETINGS**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section includes description of required project meetings for construction phase of the Work.

**1.02 Preconstruction Conference**

- A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).
- B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, without limitation, the following items:
  - 1. Schedules
  - 2. Contractor's Initial Progress Schedule
  - 3. Contractor's Schedule of Values
  - 4. Contractor's Schedule of Submittals
  - 5. Personnel and vehicle permit procedures
  - 6. Use of premises
  - 7. Location of the Contractor's on-Site facilities
  - 8. Security
  - 9. Housekeeping
  - 10. Submittal and RFI procedures
  - 11. Inspection and testing procedures, on-Site and off-Site
  - 12. Utility shutdown procedures
  - 13. Control and reference point survey procedures
  - 14. Injury and Illness Prevention Program
  - 15. Jurisdictional agency requirements
- C. Owner will distribute copies of minutes to attendees. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

**1.03 Schedule Review Meeting**

- A. Review of Initial Draft Schedules. Contractor shall meet with Owner prior to Commencement Date of Work under Contract Documents and conduct initial review of Contractor's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Progress Schedule. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
- B. Pre-Payment Review of Second Draft Schedules.
  - 1. Unless otherwise provided in Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, Owner, and others as appropriate, will be held to review acceptability of the required schedules, first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 2000 (Measurement and Payment), 01 3200 (Progress Schedules) and 01 3300 (Submittals).
- C. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a

continuous one Day period. Owner review will be limited to submittal conformance to Contract Documents' requirements including, but not limited to, coordination requirements. Owner review may also include:

1. Clarifications of Contract Requirements.
  2. Directions to include activities and information missing from submittal.
  3. Requests of Contractor to clarify its schedule.
  4. Within five Days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by Owner at the meeting.
- D. Owner will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

#### **1.04 Weekly Project Meetings**

- A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.
1. Owner's Representative will prepare agenda and distribute it four Days in advance of meeting to Contractor.
  2. Participants with agenda items shall present them.
  3. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within three business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
  4. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, Owner consultants and Architect (at Owner's option), and others as appropriate to agenda topics for each meeting.
  5. Agenda may contain the following items, as appropriate:
    - (a) Review, revise as necessary, and approve previous meeting minutes
    - (b) Review of Work progress since last meeting
    - (c) Status of Construction Work Schedule, delivery schedules, adjustments
    - (d) Submittal, RFI, and Change Order status
    - (e) Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
    - (f) Other items affecting progress of Work

#### **1.05 Progress Schedule and Billing Meetings**

- A. A meeting will be held on approximately the 20<sup>th</sup> of each month to review the schedule update submittal and progress payment application.
- B. At this meeting, at a minimum, the following items will be reviewed:
1. Percent complete of each activity;
  2. Time impact evaluations for Change Orders and Time Extension Request;
  3. Actual and anticipated activity sequence changes;
  4. Actual and anticipated duration changes; and
  5. Actual and anticipated Contractor delays.
- C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

#### **1.06 Special Meetings**

- A. Any party may call special meetings by notifying all desired participants and Owner five Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

- B. At any time during the progress of Work, Owner shall have authority to require Contractor to schedule a meeting with Owner and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.
  - C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 7200 (General Conditions). Contractor shall give Owner five Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.
  - D. Contractor to submit minutes of meetings to all attendees within three Days of the meeting.
- 1.07 Safety Meetings**
- A. Conduct monthly Contractor Safety Committee meetings.
  - B. Conduct weekly toolbox safety talks.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 3200**

**PROGRESS SCHEDULES AND REPORTS**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section includes description of requirements and procedures for submitting progress schedules and submittals.
- B. Contractor shall employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

**1.02 General**

- A. The Progress Schedule shall be cost-loaded based on Work Breakdown Structure/Schedule of Values as approved by Owner.
- B. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.
- C. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Progress Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

**1.03 Contractor to Submit Baseline and Progress Schedules**

- A. Contractor shall submit an Initial Contract Schedule two weeks prior to the first Application for Payment – no later than the Preconstruction Conference as provided in Document 00 7200 (General Conditions). Contractor's Initial Contract Schedule is subject to Owner's review and comments. The approved Initial Contract Schedule shall be referred to as the **Baseline Schedule**.
- B. Contractor's Baseline Schedule and progress schedules shall show Contractor's construction and procurement activities including, without limitation, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

#### **1.04 Schedule Requirements**

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Primavera P6, most current version of Sure Track, or equivalent software acceptable to Owner, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days), and logic ties.
- B. Contractor shall develop a network plan and schedule for the Project demonstrating complete fulfillment of all Contract requirements, shall keep the network plans up to date in accordance with the requirements of this Section 01 3200, and shall utilize the Critical Path Method (**CPM**) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting Owner in monitoring the progress of the Work.
- C. CPM network is a graphic depiction of the Contractor's construction plan, showing the sequential steps needed to reach completion of the Work within the prescribed Contract Time. It shall depict events and tasks as activities, and their interrelationships, and shall recognize the progress that must be made on one activity before subsequent activities can begin. These activities shall be logically represented in a CPM network showing their interrelationships in a chronological fashion. As each activity has a time allocation, the completed network shall show the critical path of activities that must be completed on time if the entire Project is not to be delayed. It shall also be possible to identify the earliest and latest start and finish times for each activity if the overall Project is not to be delayed. Therefore, the CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project.
- D. Contractor's Baseline Schedule and Progress Schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide Owner with native format electronic schedules and hard copies of the Baseline Schedule, schedule updates, and look-ahead schedules. All electronic and hard copies of the Progress Schedule that Contractor provides to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through (Substantial and Final) completion within Contract Time.
- E. Unless Owner agrees in writing otherwise, Progress Schedules shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity.
- F. Owner has no obligation to accept an early completion schedule.

#### **1.05 Monthly Updates**

- A. Contractor's Progress Schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated Progress Schedule with each monthly Applications for Payment. Contractor shall provide Owner with three-week look-ahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.
- C. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week's three-week look-ahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Section 01 3200.

#### **1.06 General**

- A. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.



- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.
- C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.
- E. Transmit to Owner, no less than monthly, current Progress Schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

#### **1.07 Initial And Original Progress Schedule**

- A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed.
- B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.
- C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.
- D. All Schedules shall be time-scaled.
- E. In lieu of providing a cost loaded schedule, Contractor shall provide owner with a monthly cash flow schedule, showing Contractor's forecasted expenditures on a monthly basis through completion of the Project. Contractor's cash flow schedule shall be updated monthly and shall have sufficient detail and accuracy to form a reasonable basis, based upon currently available information, for Owner to project and plan for Project cash flow requirements for the Project duration.
- F. Except as otherwise expressly provided in this Section 01 3200, meet with Owner to review and discuss each Progress Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Progress Schedule has been submitted to Owner.
  - 1. Owner review and comment on any Progress Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - 2. Contractor shall make corrections to Progress Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Schedule if requested by Owner.
- G. Initial Schedule shall identify the following milestone events:
  - 1. Notice to Proceed date(s)
  - 2. Substantial completion and project completion at each construction phase
  - 3. Start and completion dates for Work in each occupied space
  - 4. Utility connections
  - 5. Inspections
- H. Original Schedule and all updates shall identify all Work activities, in proper sequence for the completion of the Work. Work activities shall include the following:
  - 1. Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.

- (a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.
  - (b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.
- 2. System test dates
- 3. Dates Contractor request designated working spaces, storage areas, access, and other facilities to be provided by Owner
- 4. Dates Contractor requests orders and decisions from Owner
- 5. Dates Contractor requests Owner-furnished equipment
- 6. Dates Contractor requests Owner-furnished utilities
- 7. Connection and relocation of existing utilities
- 8. Connecting to or penetrating existing structures
- 9. Dates Contractor requests access to areas requiring removal of Asbestos containing materials by Owner
- I. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (**TIE**) in accordance with this Section 01320. The TIE shall be based on the most current update of the Initial Schedule.

#### **1.08 Schedule Format and Level of Detail**

- A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Contractor shall complete all data points in the software to specifically include the activities, their durations, their logic ties and their resources.
- B. Each Schedule (Initial, Original and updates) shall indicate all separate design, approvals, design reviews and submissions to authorities with jurisdiction, fabrication, long lead item procurement activities, procurement and field construction activities required for completion of the Work, including but not limited to the following:
  - 1. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
  - 2. Activities related to the delivery of Contractor and Owner-furnished equipment to be Contractor-installed per Contract shall be shown.
  - 3. Critical design and construction milestones;
  - 4. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.
  - 5. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.
  - 6. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, material quantities, and scheduled/actual progress payments.
- C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- D. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

- E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.
- F. Monthly updates shall include schedule sorts in hard copy, by bid item (geographic work area) with critical items shown in red float and with early/late start and finish dates, to facilitate meaningful review and assessment of schedule.

#### **1.09 Monthly Schedule Update Submittals**

- A. Following acceptance of Contractor's Initial Schedule, Contractor shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.
  - 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
  - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 25<sup>th</sup> of each month to review the Schedule update submittal and progress payment application.
  - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays and critical issues.
  - 2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.
  - 3. Plan on the meeting taking no less than four hours.
- C. Within five Days after monthly Schedule update meeting, Contractor shall submit on CD the updated Schedule, and reports and charts, both in hard copy and on a CD.
- D. Within 35 Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.
  - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment and a basis of such payment.
  - 2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.
- E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Contractor under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract. Any Owner review is solely for Owner's internal consideration to reasonably ascertain likelihood of Contractor's achieving applicable Contract milestones, and Contractor may not rely thereon.

#### **1.10 Schedule Revisions**

- A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Contractor shall clearly show and discuss any changes in the critical path, and provide the

written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.

- C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three Days, provide Owner with a complete written narrative response to Owner request.
- D. If Owner does not accept Contractor's revision, and Contractor disagrees with Owner position, Contractor has seven Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Contractor waives its rights to subsequently dispute or file a claim regarding Owner position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Contractor's rights shall be as provided in Document 00 72 00 (General Conditions), Article 12.
- E. At Owner discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

#### **1.11 Recovery Schedule**

- A. Owner may request If a recovery schedule should Contractor fall Schedule update shows a substantial completion date twenty-one (21 or more) Days behind any schedule Contract Substantial Completion date, or individual Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.
- B. The recovery schedule shall show the intended critical path., Contractor shall submit to Owner within seven Days the proposed revisions to recover the lost time. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Contractor shall show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.
- C. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.
- D. If Owner does not accept Contractor's revisions, Owner and Contractor shall follow the procedures set forth above regarding schedule revisions.
- E. At Owner discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

#### **1.12 Time Impact Evaluation For Contract Modifications And Other Delays**

- A. When Contractor is directed to proceed with changed work or Subcontractors, or otherwise requests a time extension, Contractor shall prepare and submit, within 14 Days from the direction to proceed, a Time Impact Evaluation (TIE).
- B. When Contractor requests a time extension for any reason, Contractor shall submit a TIE, in accordance with Article 11 of Document 00 7200 and Section 01 2600, Article 1.02.C that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each TIE shall be in a form and content that is acceptable to Owner and that includes both a written narrative and a schedule diagram depicting how the changed Work or other impactwork affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impactwork in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.

- C. Contractor shall comply with the requirements of this Section 01 32 00 regarding the submission of TIEs for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- D. Contractor is responsible for all costs associated with preparing, and the process of incorporating TIE's into the current schedule update. Contractor shall provide Owner with four copies of each TIE both in hard copy and CD.
- E. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00 7200 (General Conditions).

#### **1.13 Time Extensions**

- A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 7200 (General Conditions).
- B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate Owner-caused time impact. Contractor shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under the Contract Documents for cumulative effect of changes.
- E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

#### **1.14 Project Status Reporting**

- A. In addition to submittal requirements for scheduling identified in this Section 01320, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph.
- B. A progress summary shall be the first page of the Monthly Project Report. The report shall indicate in column format (i.) the original and forecast cost and dates of completion; (ii.) the original and adjusted contract sums; (iii.) pending change order requests and claims; and (iv.) the original and projected completion dates.
- C. The Monthly Project Report shall include construction progress and updates. Construction progress: generally since prior report, and percentage completion. Contractor shall include a narrative of the work performed and an updated task list and identify areas of concern, actions and approvals needed, including without limitation:
  - 1. Contractor schedule: work progress against schedule. The report shall clearly identify actual performance with respect to the current approved version of the schedule, including without limitation:

- (a) Progress made on critical activities indicated on each Schedule, including inspections.
    - (b) Explanations for any lack of work on critical path activities planned to be performed during last month.
    - (c) Explanations for any schedule changes, including changes to logic or to activity durations.
    - (d) List of critical activities scheduled to be performed during the next month.
    - (e) Status of major material and equipment procurement.
  - 2. Problems. The narrative shall include any problems or delays encountered, causes of delays, proposed ways to work around any problems that arise and schedule assessment, and an explanation of how Project will be brought back on schedule if delays have occurred.
  - 3. Design Status. The Monthly Project Report shall include a section on design status for the Project. The report shall also include a list of any Contract deliverables and identification of areas of concern, actions and approvals needed, and recommendations regarding ongoing design work with respect to value engineering, constructability coordination of design services with other Project items, and any and all design changes affecting appearance, size, function, usage or cost of the Project or any Subproject.
  - 4. Subcontractor Procurement. The Monthly Project Report shall include a section on subcontractor procurement, if applicable.
  - 5. Contractor's Safety Program. The Monthly Project Report shall include a section on the Contractor's Safety Program. The narrative shall include incident reports and statistics and other Contractor recommended information to demonstrate and promote the effectiveness of its Safety Program.
  - 6. Disputes and Claims. The Monthly Project Report shall include a section on disputes and claims. For the Project and each Subproject, the narrative shall include a discussion on disputes, potential claims, and claims made.
  - 7. Look Ahead Task List. The Monthly Report shall include a 120-day look ahead/task listing for Owner planning purposes, of Owner-specific activities, inspections, approvals, tie-ins, connections, consents, decisions, necessary from the Owner to facilitate Contractor's progress.
  - 8. Daily Log (electronic copy only). Contractor shall keep a daily log containing a record of weather, contractor activities, and subcontractors working on the site, number of workers, work accomplished, problems encountered, impacts on the Work and specific activities, and other relevant data or such additional data as Owner may require. Contractor shall maintain the log electronically in a format acceptable to Owner, with each data-point maintained separately for separate sorting, charting or study by Owner if necessary. Contractor shall submit such electronic file monthly, with the Monthly Progress Report.
  - 9. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
  - D. At the close of each workday provide Owner with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.
  - E. Submit all reports and schedule files on CD, in addition to written copies.
  - F. Submit all Title 24-required reports in the applicable required time, format and detail required by Title 24, as applicable.
- 1.15 Verified Reports.**
- A. Contractor shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be timely completed by Subcontractors and others

**PART 2 PART 2 PRODUCTS – NOT USED**

**PART 3 PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

**SUBMITTALS**

**PART 1 GENERAL**

**1.01 Summary**

A. This section describes general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop drawings
7. Samples
8. Quality Control Submittals
  - (a) Engineering Data
  - (b) Test Reports
  - (c) Certificates
  - (d) Manufacturers' Instructions
9. Machine Inventory Sheets
10. Operations and Maintenance Manuals
11. Computer Programs
12. Project Record Documents

**1.02 Procedures**

- A. Submit in duplicate sets, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents.
- B. Transmit each item with a standard letter of transmittal in form approved by Owner.
- C. Identify Contractor, subcontractor, subconsultant, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for Owner review stamps.
- D. Where manufacturers' standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this Project.
- E. Submit Shop Drawings, Samples, Product Data and other submittals (collectively, **Submittals**) to Owner for review and action in accordance with accepted Schedule of Submittals. If no such schedule is agreed upon, then all Submittals shall be completed within 30 Days after commencement of Contract Time.
- F. The data shown on all Submittals shall be complete with respect to quantities, dimensions, materials and similar data to show Owner the materials and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.
- G. At the time of each submission, Contractor shall give Owner specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from the Submittal. In addition, Contractor shall cause a specific notation to be made on each Submittal submitted to Owner for review and approval of each such variation.



- H. If Owner accepts deviation, Owner shall issue an appropriate Contract Modification.
- I. Submittal coordination and verification is the responsibility of Contractor, this responsibility shall not be delegated in whole or in part to subcontractors, subconsultants or suppliers. Before submitting each Submittal, Contractor shall have determined and verified:
- J. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors, subconsultants or suppliers. Before submitting each Submittal, Contractor shall have determined and verified:
  - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  - 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  - 3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- K. Contractor shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.
- L. Contractor's submission to Owner of a Submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that Submittal.
- M. Designation of work "by others", if shown in Submittals prepared by a subcontractor, subconsultant or supplier, shall mean that work will be responsibility of Contractor rather than the subcontractor, subconsultant or supplier who has prepared submittals.
- N. After review by Owner of each of Contractor's Submittals, one of set of duplicates of material will be returned to Contractor with actions defined as follows:
  - 1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
  - 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Contractor.
  - 3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by Owner.
  - 4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respect, i.e.: wrong size, model, capacity, or material.
  - 5. NOT REVIEWED - Submitted material has not been reviewed and is being returned to be acted upon by Contractor without review by Owner.
- O. It is considered reasonable that Contractor shall make a complete and acceptable Submittal at least by its second submission. Owner reserves the right to deduct monies from payments due Contractor to cover additional costs of Owner's review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission.
- P. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from Owner's review before proceeding with the Work which is the subject of the Submittals. Submittals may be prepared by Contractor, Subcontractors or suppliers, but Contractor shall ascertain that Submittals meet all requirements of the Contract Documents, while conforming to structural space and access conditions at the point of installation. Owner's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. Favorable review of a Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of

responsibility for errors therein and shall not be regarded as an assumption of risk or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

- Q. Owner's review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Owner may decline to review Submittals in which event the Submittals will be returned to Contractor to be acted upon without review. There is no obligation running to Contractor by Owner, or anyone acting upon its behalf to act upon Contractor's Submittals, and action upon them does not give rise to liability of any type to Contractor.
- R. Submit a complete initial Submittal for those items where required by individual Specification sections. The complete submittal shall contain sufficient data to demonstrate that items comply with the Contract Documents, shall meet minimum requirements for submissions cited in the technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include other necessary revisions required for equipment. If Contractor submits an incomplete initial Submittal, when complete the Submittal is required, submittal may be returned to Contractor without review.
- S. It shall be Contractor's responsibility to copy, conform and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors and vendors.
- T. After Owner's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.
  - 1. Begin no fabrication or work which requires Submittals until return of Submittals not requiring resubmittal.
  - 2. Normally, Submittals will be processed and returned to Contractor within 15 working days of receipt.
- U. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with Submittals.

#### **1.03 Schedule Of Shop Drawings And Sample Submittals**

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00 7200 (General Conditions). Submit two copies of final and accepted Schedule of Submittals of Shop Drawings and samples as required by Document 00 72 00 (General Conditions), and in no event later than 30 days following Notice to Proceed.
- B. The Schedule of Submittals will be used by Owner to schedule activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long lead-time items and of items which require extensive review.
- C. The Schedule of Submittals must include schedule for submitting Shop Drawings, Samples and other Submittals, shall be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.

#### **1.04 Safety Plan**

- A. Submit two copies of a Safety Plan specific to this Project to Owner within 15 Days after commencement of Contract Time.
- B. One copy of accepted the Safety Plan will be returned to Contractor.
- C. No on-site work shall be started until Safety Plan has been reviewed and accepted by Owner. Acceptance of the Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project. Neither Owner nor

Owner assumes any responsibility for Contractor's safety related obligations. Contractor shall have sole responsibility for safety on and off the Site.

**1.05 Progress Schedule**

- A. Submit four copies of the reports listed in Section 01 3200 Progress Schedules and Reports, with:
  - 1. Initial CPM Schedule
  - 2. Original CPM Schedule
  - 3. Each monthly Schedule update
- B. Progress Schedules and Reports shall be submitted electronically in addition to hard copies specified above.

**1.06 Product Data**

- A. Within 30 calendar days after commencement of Contract Time submit two copies of complete list of major products proposed for use, with name of the manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Tabulate products by specification section number.
- D. Supplemental Data:
  - 1. Submit number of copies which Contractor requires, plus two copies which will be retained by Owner.
  - 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to the Project.
- E. Provide copies for Project Record Documents described in Section 01 7700 Contract Closeout.

**1.07 Shop Drawings**

- A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.
- B. For 8-1/2 inch by 11 inch and 11 inch by 17 inch sheets, submit the number of copies which Contractor requires, plus two copies which will be retained by Owner.
- C. For 17 inch by 22 inch through 34 inch by 44 inch sheets, submit one reproducible transparency and two prints. After review, reproduce and distribute.
- D. The original sheet or reproducible transparency will be marked with Owner's review comments and returned to Contractor.
- E. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- F. Include manufacturers' installation instructions when required by Specification section.

**1.08 Samples**

- A. Submit full range of manufacturers' standard colors, textures, and patterns for Owner's selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of each product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Submit two samples unless otherwise specified. One will be retained.
- E. Sizes: Unless otherwise specified, provide the following:
  - 1. Paint Chips: Manufacturers' standard
  - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square

3. Linear Products: Minimum 6 inches, maximum 12 inches long
4. Bulk Products: Minimum 1 pint, maximum 1 gallon

F. Full size samples may be used in the Work upon approval.

G. Mock-ups:

1. Erect field samples and mock-ups at the Project Site in accordance with the requirements of Specification sections.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Owner.
3. Approved field samples and mock-ups may be used in the Work upon approval.

#### **1.09 Quality Control Submittals**

- A. Test Reports: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.
  1. Indicate that the material or product conforms to or exceeds specified requirements.
  2. Reports may be from recent or previous tests on material or product, but must be acceptable to Owner. Comply with requirements of each individual Specification.
- B. Certificates: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.
  1. Indicate that the material or product conforms to or exceeds specified requirements.
  2. Submit supporting reference data, affidavits, and certifications as appropriate.
  3. Certificates may be recent or from previous test results on material or product, but must be acceptable to Owner.
- C. Manufacturers' Instructions: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.
  1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
  2. Identify conflicts between manufacturers' instructions and Contract Documents.

#### **1.10 Operations And Maintenance Manuals**

- A. Submit two copies of manufacturers' operations and maintenance manuals. If necessary, both copies will be marked with Owner's review comments and returned to Contractor for correction until satisfactory information is provided. Owner will retain satisfactorily corrected manuals for Owner's own use.
- B. Operations and maintenance manuals shall include the following as appropriate:
  1. Operating instructions
  2. Preventive maintenance instructions
  3. Cleaning instructions
  4. Safety precautions
  5. Trouble shooting procedures
  6. Theory of operation to discrete component level
  7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level
  8. Parts lists showing all discrete components with part number, current prices and availability
  9. List of replaceable supplies; paper, ink, ribbon, etc. with part numbers, current prices and availability
  10. Recommended levels of spare parts and supplies to keep on hand
  11. Manufacturers' service and maintenance technical manuals
  12. Names, addresses and telephone numbers of service and repair firms for the equipment

- C. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

**1.11 Computer Programs**

- A. When any equipment requires operation by computer programs, submit a copy of the program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Programs must be compatible with Owner software requirements, or in a form otherwise acceptable to Owner. Provide required licenses to Owner at no additional cost.

**1.12 Project Record Documents**

- A. Submit one copy of each of the Project Record Documents listed in Section 01 7700 Contract Closeout.

**1.13 Delay Of Submittals**

- A. Delay of Submittals by Contractor is considered Contractor-caused delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

**PART 2 PRODUCTS [IF APPLICABLE]**

**PART 3 EXECUTION [IF APPLICABLE]**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 4100**

**REGULATORY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 Summary**

A. Section includes

1. Regulatory requirements applicable to Contract Documents.
2. Required provisions regarding resolution of construction claims.
3. Required references under federal law.

**1.02 General**

A. Compliance with Laws

1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (**Regulatory Requirements**) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

**1.03 Regulatory Requirements**

A. Applicable Codes

1. Codes that apply to Contract Documents include all Codes applicable to construction, including, **WITHOUT LIMITATION**, the following:
  - (a) California Building Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
  - (b) California Electrical Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- (c) California Plumbing Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- (d) California Mechanical Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- (e) California Fire Code (2019 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- (f) California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- (g) All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

- 1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, without limitation, the following:
  - (a) Federal:
    - (i) Americans With Disabilities Act of 1990
    - (ii) 29 CFR, Section 1910.1001, Asbestos
    - (iii) 40 CFR, Subpart M, National Emission Standards for Asbestos
    - (iv) Executive Order 11246
    - (v) Federal Endangered Species Act
    - (vi) Clean Water Act
  - (b) State of California:
    - (i) Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
    - (ii) Public Contract Code
    - (iii) Health and Safety Code
    - (iv) Government Code
    - (v) Labor Code
    - (vi) Civil Code
    - (vii) Code of Civil Procedure
    - (viii) CPUC General Order 95, Rules for Overhead Electric Line Construction
    - (ix) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
    - (x) Cal/OSHA
    - (xi) OSHA: Hazard Communications Standards
    - (xii) California Endangered Species Act
    - (xiii) Water Code
    - (xiv) Fish and Game Code
  - (c) State of California Agencies:
    - (i) State and Consumer Services Agency
    - (ii) Office of the State Fire Marshall
    - (iii) Office of Statewide Health Planning and Development (if applicable)
    - (iv) Department of Fish and Game
    - (v) All Air Quality Management Districts with jurisdiction
    - (vi) All Regional Water Quality Control Boards with jurisdiction
    - (vii) Division of the State Architect
  - (d) All Local Agencies with jurisdiction (cities, counties, fire departments)

C. Change Orders and Claims

- 1. The Public Contract Code including, without limitation, Section 7105(d)(2), and the California Government Code Section 930.2, et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law

(*U.S. v. Holpuch* 326 U.S. 234) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
2. Public Contract Code Section 9204 provides:
  - a. For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
  - b. Procedure:
    - 1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
    - 2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.
    - 3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
    - 4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
    - 5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
    - 6) The parties may mutually agree, in writing, to waive the mediation



- requirements of this subsection and proceed to the commencement of a civil action **[or binding arbitration, as applicable]**.
- 7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
  - 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
  - 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.
  - 10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
  - 11) Pursuant to AB 456, this section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide:
- a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
  - b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
  - c. Procedure:
    - 1) The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), Article 12 including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), Paragraph 12.02. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), Article 12 or elsewhere in the Contract Documents.
    - 2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional

documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- 3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- 4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- (a) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract, are aware of and understand the Immigration Reform and Control Act (**IRCA**). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that

Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 4200**

**REFERENCES AND DEFINITIONS**

**PART 1 GENERAL**

**1.01 Summary**

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

**1.02 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies**

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - (a) The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - (b) The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

### 1.03 Definitions

A. Meaning of Words and Phrases

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices (including, if applicable, maximum prices) for the Work to be performed.
9. Bidder: One who submits a Bid or Proposal.

10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
  - (a) New Year's Day, January 1;
  - (b) Martin Luther King Jr.'s Birthday, third Monday in January;
  - (c) Lincoln's Birthday, May 12;
  - (d) Presidents' Day, third Monday in May;
  - (e) Memorial Day, last Monday in May
  - (f) Independence Day, July 4;
  - (g) Labor Day, first Monday in September;
  - (h) Veterans' Day, November 11;
  - (i) Thanksgiving Day, as designated by the President;
  - (j) The Day following Thanksgiving Day;
  - (k) Christmas Day, December 25; and
  - (l) Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
  - (a) a change in the Work;
  - (b) the amount of the adjustment in the Contract Sum, if any; and
  - (c) the amount of the adjustment in the Contract Time, if any.
16. City: The City in which the Project is located.
17. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
18. Commencement Date: The date on which Contract Time commences, as provided in the Agreement or General Conditions.
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive (CD): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
22. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplemental Conditions.
  - (a) General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).
  - (b) Supplemental Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including without limitation Documents 00 7301, 00 7316, 00 7380 and other Series 00 7300 Documents.
23. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
24. Contract Modification: Either:
  - (a) a written amendment to Contract signed by Contractor and Owner; or
  - (b) a Change Order; or
  - (c) a Construction Change Directive; or
  - (d) a written directive for a minor change in the Work issued by Owner.

25. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
26. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
27. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
28. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
29. County: The County in which the Project is located.
30. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
31. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including, without limitation, approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
32. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
33. DSA: Division of State Architect, or successor agency.
34. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
35. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
  - (a) Final cleaning is completed.
  - (b) All systems having been tested and accepted as having met requirements of Contract Documents.
  - (c) All required instructions and training sessions having been given by Contractor.
  - (d) All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
  - (e) All punch list Work, as directed by Owner, having been completed by Contractor.
  - (f) Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
36. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
37. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
38. Furnish: Supply only, do not install.
39. GMP: Guaranteed Maximum Price.
40. Indicated: Shown or noted on the Drawings.
41. Install: Install or apply only, do not furnish.
42. Latent: Not apparent by reasonable inspection including, without limitation, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
43. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

- 44. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
- 45. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
- 46. Modification: Same as Contract Modification.
- 47. Not in Contract or NIC: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
- 48. Notice of Completion: Shall have the meaning provided in California Civil Code Section 9202, and any successor statute.
- 49. Off Site: Outside geographical location of the Project.
- 50. Owner: Owner is defined in Document 00 5200 (Agreement).
- 51. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
- 52. Owner's Representative(s): See Document 00 5200 (Agreement).
- 53. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
- 54. PCBs: Polychlorinated biphenyls.
- 55. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
- 56. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
- 57. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
- 58. Progress Schedule: See Section 01 3200 Progress Schedules and Reports).
- 59. Project: Total construction of which Work performed under Contract Documents may be whole or part.
- 60. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
- 61. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
- 62. Proposal: A Bid.
- 63. Provide: Furnish and install.
- 64. Request for Information (RFI): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
- 65. Request for Proposals (RFP): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
- 66. Request for Substitution (RFS): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
- 67. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
- 68. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.



- 69. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 70. Shown: As indicated on Drawings.
- 71. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
- 72. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
- 73. Specified: As written in Specifications.
- 74. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term Subcontractor does not include a separate contractor or subcontractors of a separate contractor.
- 75. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms **“Substantially Complete”** and **“Substantially Completed”** as applied to all or part of the Work refer to Substantial Completion thereof.
- 76. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
- 77. Technical Specifications: Specification Sections included within Division 02 and above.
- 78. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
- 79. TIE: Time Impact Evaluation; see Section 01 2600 (Modification Procedures). May also be referred to as Time Impact Analysis (**TIA**).
- 80. Title 24: California Code of Regulations, Title 24, Part 1 California Building Standards Administrative Code.
- 81. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
- 82. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary of Work).
- 83. Weather Station. See Document 00 7200 (General Conditions) or Document 00 7301 (Supplemental Conditions).
- 84. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4523

**TESTING AND INSPECTION**

**PART 1 GENERAL**

**1.01 Section Includes**

- A. Contractor's Quality Control.
- B. Quality of the Work.
- C. Inspections by Division of the State Architect Inspector of Record.[if applicable]
- D. Inspections and Tests by Serving Utilities.
- E. Inspections and Tests by Manufacturer's Representatives.
- F. Inspections by Independent Testing and Inspection Agency.
- G. Additional Testing and Inspection.

**1.02 Contractor's Quality Control**

- A. Contractor's Quality Control. Contractor shall develop a Quality Control (**QC**) program to qualify all Work through personal review of the Work, assuring complete and accurate installation of all materials, products and equipment in accordance with the approved Contract Documents. Contractor's QC program shall be staffed with individuals sufficiently learned in specific trade specialties as to recognize any and all deficiencies in the Work. The QC staff shall assure all Work is in accordance with the approved Contract Documents prior to submitting an Inspection Request (**IR**) to Owner, third party, any IOR and/or City Building Official. All aspects of the Work, including product verification, appropriate product installation and application, shall be reviewed by such QC personnel and qualified as meeting the requirements of applicable codes and the approved Contract Documents.
- B. Quality Requirements. Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel. Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

**1.03 Quality of the Work**

- A. Quality of Products. Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of Installation. All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work. Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by Owner.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations. Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.

- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations. Secure Owner's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
  - F. Verification of Quality. Work shall be subject to verification of quality by Owner in accordance with provisions of the Contract Documents.
    - 1. Cooperate by making Work available for inspection by independent testing and inspection agencies.
    - 2. Such verification may include mill, plant, shop, or field inspection as required.
    - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
    - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by Owner.
    - 5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
  - G. Observations by Owner's Consultants. Periodic and occasional observations of Work in progress will be made by Owner and Owner's consultants as deemed necessary to review progress of Work and general conformance with design intent.
  - H. Limitations on Inspection, Testing and Observation. Neither employment of independent testing and inspection agency nor observations or tests by Owner and Owner's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
  - I. Owner's Acceptance and Rejection of Work. Owner reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
  - J. Correction of Defective Work. Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
  - K. Acceptance of Defective Work. Acceptance of defective Work, without specific written acknowledgement and approval of Owner, shall not relieve the Contractor of the obligation to correct such Work.
  - L. Contract Adjustment for Defective Work. Should Owner determine that it is not feasible or in Owner's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between Owner and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with Document 00 7200 (General Conditions) Article 12.
  - M. Non-Responsibility for Defective Work. Owner and Owner's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
  - N. Responsibility for Defective Work. Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and Owner and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to Owner's prior review of Submittals and/or prior failure to notice defective work in place on inspection.
- 1.04 Inspections and Tests by Governing Authorities**
- A. Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.

1. Such authorities may include, but are not limited to, the Division of State Architect, Office of Statewide Health Planning Department (**OSHPD**), Public Works Department, Fire Department, and similar agencies.
2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

#### **1.05 Inspections and Tests by Serving Utilities**

- A. Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

#### **1.06 Inspections and Tests By Manufacturer's Representatives**

- A. Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

#### **1.07 Inspections By Independent Testing and Inspection Agency [if applicable]**

- A. Owner will select an independent testing and inspection agency or agencies approved to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. Contractor shall notify Owner and Inspector in writing (and, if provided, on inspection request form provided by Owner) and, if directed by Owner, testing and inspection agency, when Work is ready for specified tests and inspections. Contractor shall deliver this written notification at least 48 hours before the requested inspection date.
- D. Contractor will pay or reimburse Owner for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
  1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
  2. Changes in sources, lots, or suppliers of products after original tests or inspections.
  3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
  4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
  5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- E. Tests and special inspections to be paid by Owner may, where required, include the following:

#### **SECTION**

#### **MATERIAL TESTS**

|     |                                                        |
|-----|--------------------------------------------------------|
| TBD | Reinforcing steel for concrete and concrete masonry    |
| TBD | Concrete slump and strength                            |
| TBD | Masonry block strength, shrinkage and moisture content |
| TBD | Masonry grout strength                                 |
| TBD | High strength grout strength                           |
| TBD | Masonry mortar strength                                |
| TBD | Structural steel bolting and welding                   |
| TBD | Pile concrete and reinforcing                          |
| TBD | Trench backfill                                        |
| TBD | Building pad sub-grade and imported fill               |

TBD Load test pile dowels

**SECTION**

**SPECIAL INSPECTION**

|     |                                                                       |
|-----|-----------------------------------------------------------------------|
| TBD | Placement of reinforcing steel for concrete and concrete masonry      |
| TBD | Placement of cast-in-place concrete                                   |
| TBD | Placement of concrete block and grout                                 |
| TBD | Structural steel fabrication, erection, bolting and welding           |
| TBD | Installation of roof membrane                                         |
| TBD | Installation of anchor bolts, dowels embedded in concrete and masonry |
| TBD | Installation of adhesive (epoxy) connections                          |
| TBD | Placement of pile concrete and reinforcement                          |
| TBD | Pile driving                                                          |
| TBD | Site grading, road and parking phase                                  |
| TBD | Trench backfill                                                       |

**SECTION**

**ENVIRONMENTAL TESTS**

|     |                               |
|-----|-------------------------------|
| TBD | Construction noise monitoring |
| TBD | Storm water runoff sampling   |

F. **Test and Inspection Reports.** After each inspection and test, one copy of report shall be promptly submitted to Owner's Representative, Contractor and/or any other consultant Owner designates and any agency having jurisdiction (if required by Code).

1. Reports shall clearly identify the following:
  - (a) Date issued.
  - (b) Project name and number.
  - (c) Identification of product and Specifications Section in which Work is specified.
  - (d) Name of inspector.
  - (e) Date and time of sampling or inspection.
  - (f) Location in Project where sampling or inspection was conducted.
  - (g) Type of inspection or test.
  - (h) Date of test.
  - (i) Results of tests.
  - (j) Comments concerning conformance with Contract Documents and other requirements.
2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
3. Samples taken but not tested shall be reported.
4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
5. When requested, testing and inspection agency shall provide interpretations of test results.

G. **Contractor Responsibilities in Inspections and Tests.**

1. Unless specified otherwise, Contractor shall notify Inspector, Owner's Representative, or any other consultant Owner designates and independent testing and inspection agencies 48 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if Owner provides a specific form, on that form).
  - (a) When tests or inspections cannot be performed after such notice, reimburse Owner for testing and inspection agency personnel and travel expenses incurred due to Contractor's negligence.

2. Contractor shall deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
3. Contractor shall cooperate with Inspector, Owner's Representative, or any other consultant Owner designates, and Owner's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
4. Contractor shall provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.
5. Contractor shall provide, at least 15 Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their projected scheduled dates.

**1.08 Additional Testing and Inspection**

- A. If initial tests or inspections made by the Inspector or Owner's Representative, or any other consultant Owner designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if Owner has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.
  1. If additional tests and inspections establish that materials comply with Contract Documents, Owner shall pay all costs for such tests and inspections.
  2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
  3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 5000**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section Includes:
1. Temporary Electricity.
  2. Temporary Communications.
  3. Temporary Water.
  4. Fences.
  5. Protection of Public and Private Property.
  6. Temporary Sanitary Facilities.
  7. Temporary Barriers and Enclosures.
  8. Water Control.
  9. Pollution Control.
  10. Construction Aids.
  11. Erosion Control.
  12. Noise Control.
  13. Traffic Control.
  14. Removal of Temporary Facilities and Controls.

**1.02 Temporary Electricity**

- A. Contractor shall provide, maintain and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers and any other site offices or trailers required by the Owner in the Contract Documents to be provided by Contractor. Power may be obtained from Owner, but Contractor must provide all necessary wiring and appurtenances for connection to Owner's system and Contractor must coordinate with PG& to install electricity meters to monitor and pay for Contractor's power usage.

**1.03 Temporary Communications**

- A. Contractor shall provide, maintain and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (such as cable or DSL) at the Site for both Contractor and Construction Manager's trailers.

**1.04 Temporary Water**

- A. Contractor shall provide, maintain and pay for all suitable quality water service required for construction operations.
- B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor shall be allowed to utilize water from the Owner for domestic uses. Water shall not be provided for dust control or street cleaning. However, Owner does not guarantee availability of this water. There will be no charge to Contractor for water used. Contractor shall furnish all necessary pipes, hoses, nozzles, **[meters,]** and tools and perform all necessary labor to use Owner's water. Waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

**1.05 Additional Temporary Facilities**



- A. Contractor shall provide and maintain at the Project Site a separate trailer and required furnishings for use by the Construction Manager and Project Inspector, in addition to Contractor's own trailer(s) or field office(s).
- B. Contractor shall provide and maintain at the Project Site adequate field office space for meetings and conferences with Owner and other Project participants, in either Contractor's trailer(s) and field office(s) or in the Construction Manager's trailer.

#### **1.06 Fences**

- A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until Owner gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

#### **1.07 Protection of Public and Private Property**

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the Owner, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### **1.08 Temporary Sanitary Facilities**

- A. Contractor shall provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Contractor shall comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain sanitary facilities in a sanitary condition at all times.
- D. Contractor shall provide temporary sanitary facilities for Campus and Staff during utility interruptions.
- E. Contractor shall keep sanitary facilities free from graffiti.

### **1.09 Temporary Barriers and Enclosures**

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

### **1.10 Water Controls**

- A. Grade Site to drain.
- B. Maintain excavations free of water.
- C. Protect Site from puddling or running water.
- D. Provide water barriers as required to protect Site from soil erosion.
- E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Provide sediment tanks and other features to avoid increased runoff, to protect Owner's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

### **1.11 Pollution Control**

- A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (**BMPs**) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may not be increased by the Project during or following construction.
- B. Contractor shall comply with required storm water pollution control requirements. The Contractor shall implement BMPs during construction activities as specified in the applicable governing requirements for California Storm Water Best Management Practices Handbook (California Association of Stormwater Quality Agencies (CASQA), 2009), and/or the Manual of Standards for Erosion and Sediment Control Measures (Association of Bay Area Governments (ABAG) 2002). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.
- C. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

### **1.12 Construction Aids**

- A. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

**1.13 Erosion Control**

- A. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.
- B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

**1.14 Noise Control**

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- C. Ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:
  - 1. Maintained in good mechanical condition
  - 2. Equipped with properly installed engine mufflers

**1.15 Traffic Control**

- A. All traffic associated with the construction, including without limitation delivery and mail trucks, shall enter the Contractor's access gate and shall use the route indicated in Section 01 1100 (Summary of Work). Sign types and locations shall be reviewed by the Owner's Representative. Contractor shall provide signs directing construction and delivery traffic to this gate. Construction truck traffic shall be limited to off-peak traffic hours, between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, unless other arrangements are made at least 24 hours in advance with Owner's Representative.

**1.16 Removal of Temporary Facilities and Controls**

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 5600**

**SITE SECURITY AND SAFETY**

**PART 1 GENERAL**

**1.01 Submittals**

- A. See Section 01 3300 (Submittals).
- B. Site Security.
- C. Safety Program.

**1.02 Overview.**

- A. Failure to comply with the requirements of this Section will be considered grounds for Owner or its designated representatives to issue an order suspending Work or terminate the Contract for cause.
- B. Owner or its designated representatives may also perform safety inspections, and may issue a written notice ordering Contractor to correct an unsafe act or condition. If Contractor fails to correct the unsafe act or condition within the requested time frame, Owner or its representative may have the condition corrected and bill Contractor for the costs associated with the correction.

**1.03 Protection**

- A. Contractor shall continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Properly protect the Work:
  - 1. With lights, guard rails, temporary covers and barricades.
  - 2. Enclose excavations with proper barricades.
  - 3. Brace and secure all parts of the Work against storm and accident.
  - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

**1.04 Control of Site**

- A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

**1.05 Site Security**

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the Owner and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and Contractor shall repair all damage to Owner's property resulting from Contractor's failure to provide adequate security measures.

- C. Contractor shall maintain a lock on the construction access gate at all times. Contractor shall appoint one person to let people through the gate and maintain the sign-in/out list, with person's name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to Owner at any time upon request. If Owner determines that the gate has been left unlocked, Contractor shall if requested by Owner provide a full time guard at no additional expense to the Owner.
- D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

#### **1.06 Safety Program**

- A. Within 15 days after Notice to Proceed, Contractor shall submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by Owner, Engineer or Owner's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Contractor and each individual Subcontractor.
- D. Safety Program components:
  - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
  - 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
  - 3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. Owner will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
- E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
- F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

#### **1.07 Safety Requirements**

- A. Standards. Contractor shall maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control. Contractor shall:
  - 1. Store volatile wastes in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes that create hazardous conditions.

3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Contractor shall not:
  1. Burn or bury rubbish or waste material on the Site.
  2. Dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  3. Dispose of wastes into streams or waterways.
- D. Contractor shall provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of the applicable incident.

#### **1.08 Site Safety Officer**

- A. Contractor shall designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by Owner Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Owner, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Owner.
- B. Owner's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

#### **1.09 Additional Safety Controls**

- A. According to industry practices, it is the responsibility of Contractor and Subcontractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the public and third-party property. Contractor and all Subcontractors shall undertake loss control prevention practices according to those requirements set by federal, state and city laws, statutes and specific project procedures developed for this Project.
- B. Should Owner elect to proceed with an Owner Controlled Insurance Program (**OCIP**), in the event of an accident it will be the responsibility of Contractor and Subcontractors of every tier to see that injured workers or members of the public are given immediate medical treatment and that all appropriate medical and claim forms are filed with the appropriate State Authorities and in accordance with the claim procedures developed for this project by OCIP Administrator.
- C. Should Owner elect to proceed with an OCIP, failure of a Contractor or Subcontractor to submit Safety documents to the OCIP Administrator will result in the Assessment of liquidated damages against the Contractor in the amount specified in the OCIP.
- D. Regardless of the insurance program chosen by the Owner, Contractor and Subcontractors of every tier will be expected to comply with the following safety and loss control requirements:
  1. All Subcontractors of any tier shall identify their contact person(s) to Contractor.
  2. Contractor and all Subcontractors of any tier Owner procedures regarding dealing with the media.
  3. Hard hats will be mandatory as per CAL OSHA Construction Safety orders.
  4. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
  5. No Alcohol will be allowed construction sites at any time.
  6. Smoking Policy: Owner's policy is to provide a safe learning and working environment for both students and employees. It is recognized that smoke from cigarettes, pipes and/or cigars is hazardous to health; therefore, it is Owner's intent to provide a smoke-free environment to the greatest extent possible. To achieve this goal, Owner limits smoking on its property to outdoor areas only, at a minimum of 20 feet away from any doorway,

entrance to an indoor facility, or fresh air intake vent. Smoking is prohibited in all of Owner's indoor facilities. The sale or distribution of cigarettes or other smoking material is also prohibited.

- (a) Contractor shall develop and enforce a smoking policy within work site area(s) that is in alignment with Owner's smoking policy. Contractor shall prohibit smoking in existing buildings that are under renovation. Contractor shall prohibit smoking in new buildings under construction no later than when the roof and exterior walls have been installed.
- E. Controlling access to the construction site is a very high priority, and Contractor and Subcontractors of every tier must take whatever preventative measure, such as barriers, fencing, etc., as are outlined in Contract Specifications.
- F. Contractor and Subcontractors of every tier must respond to any Owner complaints about objectionable levels of dust or noise and must provide appropriate abatement as quickly as possible.
- G. Construction personnel may not enter Owner's grounds other than the construction site unless accompanied by Owner personnel, and they are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by California law.
- H. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.
- I. A site specific Injury and Illness Prevention Program shall be available on site with Contractor. Contractor and Subcontractors of every tier shall abide by this program.
- J. Personal radios, headsets, I-Pods and CD players are not allowed on the job site.
- K. Contractor and Subcontractors of every tier must attend the pre-construction safety meeting.
- L. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any construction employee observed disregarding this policy shall be removed from the job site until further notice.
- M. All construction employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to Contractor. Any employee disregarding this policy shall be removed from the site until further notice.
- N. Contractor and Subcontractors of every tier shall control employee break time activities to assure cleanup of all soda cans, food wrappers, plastic bottles, and food containers, from break areas. All break areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
- O. Theft or willful damage to any property of the Owner, faculty, student, or other contractors will be prosecuted fully.
- P. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.
- Q. The Prime Contractor shall assume overall responsibility for project safety compliance.
- R. Contractor and all Subcontractors shall advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION - NOT USED**

## **END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 6000

**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 Section includes**

- A. Products.
- B. Product Options and Substitutions.
- C. Product Delivery Requirements.
- D. Shipping Requirements.
- E. Product Storage and Handling Requirements.

**1.02 Products**

- A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term 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. Contractor shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, Contractor shall provide interchangeable components of the same manufacturer.
- D. Tabulate products by Specification Section number and title.
- E. For products specified only by reference standards, list each such product:
  - 1. Name and address of manufacturer.
  - 2. Trade name.
  - 3. Model or catalog designation.
  - 4. Manufacturer's data:
    - (a) Reference standards.
    - (b) Performance test data.

**1.03 Product Options and Substitutions**

- A. Summary. This Paragraph 1.03 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 6325 (Substitution Request Form) submittal as provided in Document 00 2113 (Instructions to Bidders). Time periods provided in Document 00 2113 are mandatory.
- B. All substitution requests must be made by using Document 00 63 5 (Substitution Request Form), regardless of when requested.
- C. Contractor's Options.
  - 1. For products specified only by reference standard: Select any product meeting that standard.
  - 2. For products specified by naming one or more products or manufacturers:
    - (a) Select products of any named manufacturer meeting specifications.
    - (b) If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (**RFS**), including all information contained in this Section 01 6000 (Product Requirements) and a fully executed Document 00 6325 (Substitution Request Form), but using the term "Contractor" each place the term "Bidder" or "Proposer" appears in that form.



D. Substitutions.

1. Except as provided in Document 00 2113 (Instructions to Bidders) with respect to "or equal" items, Owner will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor, or if the product specified no longer complies with local regulations or laws.
2. Catalog numbers and specific brands or trade names followed by the designation "or approved equal" are used in conjunction with material and equipment required by the Specifications to establish the standard of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted subject to the following provisions.
  - (a) Failure of Contractor to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by Owner or the Architect of any substitutions otherwise proposed.
  - (b) Such acceptance shall not relieve Contractor from complying with the requirements of the Drawings and Specifications.
  - (c) Wherever more than one manufacturer's product is specified, the first-named product is the basis for the project design and the use of alternative named manufacturer's products or substitutes may require modifications in the project design and construction. If such alternatives are proposed by Contractor and are favorably reviewed by Architect, Contractor shall be responsible for all costs of any changes resulting from Contractor's proposed substitutions which affect other parts of the Work, including the cost of Architect's additional services, testing, permits, etc. thereby made necessary.
  - (d) If a request for substitution occurs after the period specified in Document 00 2113, the substitution may be reviewed at the sole discretion of Owner and Architect, and the costs of such review, as approved by Owner, shall be borne by Contractor and will be deducted from the Contract Sum.
  - (e) Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).
3. Contractor shall submit separate RFS and Document 00 6325 (five copies each) for each product and support each request with:
  - (a) Product identification.
  - (b) Manufacturer's literature.
  - (c) Samples, as applicable.
  - (d) Name and address of similar projects on which product has been used, and dates of installation.
  - (e) Name, address, and telephone number of manufacturer's representative or sales engineer.
  - (f) For construction methods: Detailed description of proposed method; drawings illustrating methods.
4. Where required, Contractor shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
5. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of

the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

6. Contractor shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Contractor to furnish additional data about the proposed substitute.
7. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
  - (a) Results in delay meeting construction Milestones or completion dates.
  - (b) Is indicated or implied on submittals without formal request from Contractor.
  - (c) Is requested directly by Subcontractor or supplier.
  - (d) Acceptance will require substantial revision of Contract Documents.
  - (e) Disrupts Contractor's job rhythm or ability to perform efficiently.
8. Substitute products shall not be ordered without written acceptance of Owner.
9. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
10. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

E. Contractor's Representation and Warranty.

1. Contractor's RFS constitute a representation and warranty that Contractor.
  - (a) Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - (b) Will provide the same warranty for substitution as for specified product.
  - (c) Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
  - (d) Waives claims for additional costs which may subsequently become apparent.
  - (e) Will compensate Owner for additional redesign costs associated with substitution.
  - (f) Will be responsible for Construction Schedule slippage due to substitution.
  - (g) Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.
  - (h) Will compensate Owner for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.

F. Owner's Duties. Owner will:

1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

G. Administrative Requirements.

1. Specified products, materials, or systems for Project may include architectural or engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional architectural or engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

#### **1.04 Product Delivery Requirements**

- A. Contractor shall:
  - 1. Deliver products in accordance with manufacturer's instructions.
  - 2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- B. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
  - 1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner.
  - 2. Grease and lubricating oil shall be applied to all bearings and similar items.
- C. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

#### **1.05 Product Storage and Handling Requirements**

- A. Contractor shall:
  - 1. Store products only in staging area per provisions of Section 01 1100 (Summary of Work).
  - 2. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 3. Store sensitive products in weather-tight, climate-controlled enclosures.
  - 4. For exterior storage of fabricated products, place on appropriate supports, above ground.
- B. Contractor shall also:
  - 1. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
  - 2. Store loose granular materials on solid flat surfaces in a well-drained area.
  - 3. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
  - 4. Arrange storage of products to permit access for inspection.
  - 5. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- C. Without limiting the foregoing:
  - 1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
  - 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
  - 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must

- be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
  5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Contractor.
  6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of Owner, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
  7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
  8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
  9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
- D. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION - NOT USED.**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 7400**

**CLEANING AND WASTE MANAGEMENT**

**PART 1 GENERAL**

**1.01 Section Includes:**

- A. Progress Cleaning.
- B. Final Cleaning.

**1.02 Progress Cleaning**

- A. Contractor shall perform periodic cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
  - 1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
  - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
  - 3. Contractor is cautioned that County and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.
  - 4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
- F. Contractor will estimate and report to the Owner, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include: the nature of materials, destination, volume and tonnage.
- G. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to Owner. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, County, Owner and any Owner consultant from future liability.
- H. If Contractor does not properly clean the Site, in Owner's opinion, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

**1.03 Final Cleaning**

- A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 7700**

**CONTRACT CLOSEOUT**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section describes requirements and procedures for:
  - 1. Removal of Temporary Construction Facilities
  - 2. Substantial Completion
  - 3. Equipment and Systems
  - 4. Final Completion
  - 5. Final Cleaning
  - 6. Close Out
  - 7. Warranties
  - 8. Release of Claims
  - 9. Fire Inspection Coordination
  - 10. Building Inspection Coordination

**1.02 Substantial Completion**

- A. Removal of Temporary Construction Facilities and Project Cleaning.
  - 1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.
- B. Equipment and Systems.
  - 1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
  - 2. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.
- C. Procedure for Substantial Completion.
  - 1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
  - 2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
  - 3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
  - 4. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Owner before a Certificate before a notice or certificate of Substantial Completion will be issued.

5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

### **1.03 Final Completion**

#### **A. Requirements.**

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

#### **B. Procedure.**

1. When Contractor considers Work is Finally Complete, submit written certification that:
  - (a) Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
  - (b) Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
  - (c) Project Record Documents are completed and turned over to Owner as required by Section 01 7839, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

#### **C. Final Adjustments of Accounts.**

1. Contractor shall submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Any and All Claims).
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

#### **D. Warranties.**

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
  - (a) Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
  - (b) Limitations: Warranties are not intended to cover failures that result from the following:
    - (i) Unusual or abnormal phenomena of the elements
    - (ii) Vandalism after Substantial Completion
    - (iii) Insurrection or acts of aggression including war
  - (c) Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.



- (d) Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- (e) Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.dd
- 3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.
- 4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- 5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
  - (a) Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
  - (b) Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. Warranty of Title.

- 1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

**1.04 Final Cleaning**

- A. Contractor shall comply with all applicable requirements in Section 01 7400 (Cleaning and Waste Water Management).

**1.05 Project Record Documents**

- A. Contractor shall comply with all applicable requirements in Section 01 7839 (Project Record Documents).

**1.06 Project Guarantee**

- A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00 7200 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. Owner may make repairs to defective Work as set forth in Document 00 7200 (General Conditions).

- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

**1.07 Turn-In.**

- A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

**1.08 Release of Claims.**

- A. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and Owner.

**1.09 Fire Inspection Coordination.**

- A. Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

**1.10 Building Inspection Coordination.**

- A. Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

DIVISION 1 GENERAL REQUIREMENTS

**SECTION 01 7839**

**PROJECT RECORD DOCUMENTS**

**PART 1 GENERAL**

**1.01 Summary**

- A. Section Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
  - 1. Marked-up copies of Drawings
  - 2. Marked-up copies of Shop Drawings
  - 3. Newly prepared Drawings
  - 4. Marked-up copies of Specifications, Addenda, Change Orders and Contract Change Directives (**CDs**)
  - 5. Marked-up Product Data submittals
  - 6. Record Samples
  - 7. Field records, such as photographs, for variable and concealed conditions
  - 8. Maintenance forms for major equipment
  - 9. Record information on Work that is recorded only schematically
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 02 through 60.
- D. General Project closeout requirements are included in Section 01 7700 (Contract Closeout).
- E. Maintenance of Documents and Samples:
  - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
  - 2. Do not permit Project Record Documents to be used for construction purposes.
  - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
  - 4. Make Documents and Samples available at all times for inspection by Owner.
- F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

**1.02 Project Record Drawings**

- A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
  - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
    - (a) Dimensional changes to the Drawings
    - (b) Revisions to details shown on the Drawings
    - (c) Depths of various elements of foundation in relation to main floor level or survey datum
    - (d) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
    - (e) Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure

- (f) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
  - (g) Actual numbering of each electrical circuit
  - (h) Field changes of dimension and detail
  - (i) Revisions to routing of piping and conduits
  - (j) Revisions to electrical circuitry
  - (k) Actual equipment locations
  - (l) Duct size and routing
  - (m) Changes made by Change Order or CD
  - (n) Details not on original Contract Drawings
- 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- 3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 5. Note CD numbers; alternate numbers, Change Order numbers, and similar identification.
- 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
  - (a) Accurately record information in an understandable and legible drawing technique.
  - (b) Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner, Project Inspector (if any) and Architect to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in AutoCAD format, of as-built. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
  - 1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" and date prepared in a prominent location on each Drawing.
  - 2. Refer instances of uncertainty to Owner for resolution.
  - 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets, and submit to Owner.
- C. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to Owner for Owner's records.
- D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.
- E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 02 through 60.
  - 1. Divisions **[Owner to Provide]** of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Document 00 7200 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
  - 2. Include these layout drawings as part of the Project Record Documents.

### **1.03 Project Record Specifications**

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.
  - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
  - 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
  - 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
  - 4. Upon completion of mark-up, submit Project Record Specifications to Owner for Owner's records.

### **1.04 Additional Requirements for Final Project Record Documents**

- A. Note all changes for the final Project Record Documents and provide one set of mylar reproduces, one set of revised Specifications and one set of disks or CDs to be submitted to Owner.
- B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
- C. Using a distinct AutoCAD layer, clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
- D. "Cloud" all affected areas using a distinct AutoCAD layer.
- E. Submit duplicate electronic files of all drawings in Tag Image File Format (.tif).
- F. In the event that Contractor utilizes Building Information Modeling (**BIM**) software or an alternate computerized application to AutoCAD to design and record its design and construction services, Contractor shall submit as Project Record Documents the equivalent files, computer software, and any other relevant items, and train Owner personnel in its use, to allow Owner to receive and fully utilize the alternate method to meet the intent of the requirements of this Section 01 7839 Project Record Documents.
- G. Stamp each Record Drawing with the following information:
  - 1. Project Record Document.
  - 2. Prepared by: Contractor's name, permanent address.
  - 3. Date prepared.
  - 4. Contractor's signature.
  - 5. Owner Contract Number.

### **1.05 Project Record Product Data**

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
  - 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data

- submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
  2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
  4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner's records.
  5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
  6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
  2. Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume. Provide project identification information on binder covers and spines.
  3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
    - (a) Trade names.
    - (b) Model or type numbers.
    - (c) Assembly diagrams.
    - (d) Operating instructions.
    - (e) Cleaning instructions.
    - (f) Maintenance instructions.
    - (g) Recommended spare parts.
    - (h) Product data.

#### **1.06 Miscellaneous Project Record Submittals**

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Owner for Owner's electronic records, in Adobe pdf format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
1. Field records on excavations and foundations
  2. Field records on underground construction and similar work
  3. Survey showing locations and elevations of underground lines
  4. Invert elevations of drainage piping
  5. Surveys establishing building lines and levels
  6. Authorized measurements utilizing unit prices or allowances
  7. Records of plant treatment
  8. Ambient and substrate condition tests
  9. Certifications received in lieu of labels on bulk products
  10. Batch mixing and bulk delivery records
  11. Testing and qualification of tradespersons
  12. Documented qualification of installation firms
  13. Load and performance testing
  14. Inspections and certifications by governing authorities
  15. Leakage and water-penetration tests
  16. Fire resistance and flame spread test results
  17. Final inspection and correction procedures
  18. Final As-Built Construction Schedule

**1.07 Maintenance Forms for Major Equipment**

- A. See Section 01 6000 Product Requirements

**1.08 Installation, Operations and Maintenance Manuals**

- A. Contractor shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:

1. Quantity: as specified in Section 01 7700 Contract Closeout **[confirm]** (unless more are required by the Technical Specifications).
2. Hard Media Format:
  - (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
  - (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
  - (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
  - (d) Binder titles: Include the following title on front and spine of binder:

**NAME OF PROJECT (YEAR)**  
**INSTALLATION, OPERATION AND MAINTENANCE MANUAL**

- (e) Sheet Size: 8½ x 11 inch
- (f) Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
- (g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
- (h) Contents
  - (i) Title page, which shall be a duplicate of front binder title
  - (ii) Table of Contents
  - (iii) Equipment Sections and Sub sections
    - I. Contractor. The first page behind the equipment tab shall be the Contractor's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
    - II. Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
    - III. Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
      - (A) Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
      - (B) Installation, startup and break-in instructions.

- (C) All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.
  - (1) Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
  - (2) Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).
  - (3) Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
  - (4) Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
- (D) O&M and installation instructions that were shipped with the unit.
- (E) Preventative and corrective maintenance, with service procedures and schedules:
  - (1) Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with owner's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
  - (2) Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
  - (3) Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
  - (4) Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.
  - (5) Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
  - (6) Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be



- titled: malfunction, probable cause and recommended action.
      - (7) Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
      - (8) A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
      - (9) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram
    - (F) Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.
    - (G) Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.
    - (H) Supply any special tools required to service or maintain the equipment.
    - (I) Performance data, ratings and curves.
    - (J) Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
    - (K) Any service contracts issued.
  - (iv) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
  - (v) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the contractor (not commissioning tests).
  - (vi) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.
  - (vii) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM.
4. A separate manual or chapter shall be provided for each applicable system as follows:
- (a) Chillers
  - (b) Cooling Towers
  - (c) Boilers
  - (d) Pumps

- (e) Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
- (f) Exhaust Fans
- (g) Supply Air Fans (excluding Air Handling Units)
- (h) Plumbing and Drainage Systems/Equipment
- (i) Emergency Generator Systems
- (j) UPS
- (k) Fire Protection Systems
- (l) Fire Alarm System
- (m) Valves and Pipe Specialties (include valve identification chart)
- (n) Variable Frequency Drives (VFD)
- (o) Smoke Control Systems
- (p) Water Treatment System
- (q) Elevator Systems
- (r) Lighting Systems and Controls (interior, exterior and airfield)
- (s) Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
- (t) Lightning Protection and Surge Suppression Systems
- (u) Public Address, Closed Circuit TV, Communication and Telephone Systems
- (v) Security System
- (w) Building Management/Temperature Control System (BMS)
- (x) Fuel System
- (y) Doors and Hardware.
- (z) Power monitoring systems
- (aa) HVAC, Testing Adjusting, and Balancing

#### **1.09 Computer Programs**

- A. When any equipment requires operation by computer programs, submit copy of program on appropriate CD, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows XP compatible. Provide required licenses to Owner at no additional cost.

#### **1.10 Owner's Recourse**

- A. If Contractor is not able to provide project record documents in specified formats, Owner and Contractor shall negotiate a credit back to Owner for this work.
- B. Contractor shall post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. Owner may periodically review Project Record Documents to assure compliance with this requirement.
- C. Submittal
  - 1. At completion of Project, deliver Project Record Documents to Owner **[for consideration]** per Section 01 7700 Contract Closeout.
  - 2. Accompany submittal with transmittal letter containing:
    - (a) Date
    - (b) Project title and number
    - (c) Contractor's name and address
    - (d) Number and title of each Project Record Document
    - (e) Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION – NOT USED**

**END OF SECTION**