



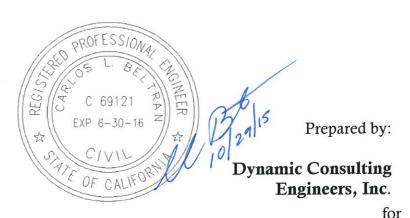
SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT

Funded by: **ment (HCD)**

California Department of Housing and Community Development (HCD)

Through Its

Housing-Related Parks Program



Imperial County Community & Economic Development Department

940 West Main Street, Suite 203 El Centro, CA 92243 Point of Contact: Esperanza Colio Office (442) 265-1100 Fax (442) 265-1118

CONTRACT DOCUMENTS
OCTOBER 2015

TABLE OF CONTENTS

<i>1</i> .	Advertisement for Bids	00100-1
2 .	Instructions to Bidders	
	Article 1-Defined Terms	00200-1
	Article 2-Copies of Bidding Documents	00200-1
	Article 3-Qualifications of Bidders	00200-2
	Article 4-Examination of Bidding Documents, Other Related Data and Site	00200-2
	Article 5-PreBid Conference	00200-4
	Article 6-Site and Other Areas	00200-4
	Article 7-Interpretations and Addenda	00200-4
	Article 8-Bid Security	00200-4
	Article 9-Contract Times	00200-5
	Article 10-Liquidated Damages	00200-5
	Article 11-Substitute and "Or-Equal" Items	00200-5
	Article 12-Subcontractors, Suppliers, and Others	00200-5
	Article 13-Preparation of Bid	00200-6
	Article 14-Basis of Bid; Comparison of Bids	00200-6
	Article 15-Submittal of Bid	00200-7
	Article 16-Modification or Withdrawal of Bid	00200-7
	Article 17-Opening of Bids	00200-7
	Article 18-Bids to Remain Subject to Acceptance	00200-7
	Article 19-Evaluation of Bids and Award of Contract	00200-7
	Article 20-Contract Security and Insurance	00200-8
	Article 21-Signing of Agreement	00200-8
	Article 22 – Sales and Use Taxes	00200-9
	Article 23 – Worker's Compensation Requirements	00200-9
	Article 24 – Subcontractor Listing Laws	00200-9
	Article 25 – Funding Requirements	00200-9
	Article 26 – Prohibiting Work by Certain Contractors	00200-10
3.	Wage Requirements	00300-1
3. 4.	Bid Form	00300-1
7.	Article 1-Bid Recipient	00410-1
	Article 2-Bidder's Acknowledgments	00410-1
	Article 3-Bidder's Representations	00410-1
	Article 4-Further Representations	00410-1
	Article 5-Basis of Bid/Schedule of Values	00410-2
	Article 6-Time of Completion	00410-5
	Article 7-Attachments to Bid	00410-5
	Article 8-Defined Terms	00410-5
	Article 9-Bid Submittal	00410-6
5.	Non Collusion Affidavit	00410-0
		00420-1
<i>6</i> .	Bid BondCompliance Statement	00430-1
7. 8.	Federal and State Contract Language Inclusion – January 1, 2014 – Exhibit 'A'	00440-1
o. 9.	Certification for Contracts, Grants, and Loans	00451-1
9. 10.	Contractor's Certification Regarding Worker's Compensation Insurance	00470-1
10. 11.	Tabulation of Subcontractors	00470-1
	Bidder Qualifications Statement	00480-1
12.	Tabulation of Major Material Suppliers	00490-1
13.		
14. 15	Notice of Award	00510-1
15.	Agreement	00521-1
	Article 1-Work	00521-1
	Article 2-The Project	00521-1
	Article 3-Engineer	00521-1

	Article 4-Contract Times	00521-2
	Article 5-Contract Place	00521-2
	Article 6-Payment Procedures	00521-2
	Article 7-Interest	00521-3
	Article 8-Contractor's Representatives	00521-3
	Article 9-Contract Documents	00521-4
	Article 10-Miscellaneous	00521-6
16.	Notice to Proceed	00550-1
<i>17</i> .	Performance Bond	00610-1
18.	Payment Bond	00615-1
19.	Certificate of Owners Attorney	00620-1
20.	Certificate of Substantial Completion	00625-1
21.	Standard General Conditions	00710-1
	Article 1–Definitions and Terminology	00710-1
	1.01 Defined Terms	00710-1
	1.02 Terminology	00710-4
	1.02 107111110108	00,10
	Article 2-Preliminary Matters	00710-5
	2.01 Delivery of Bonds and Evidence of Insurance	00710-5
	2.02 Copies of Documents	00710-6
	2.03 Commencement of Contract Times; Notice to Proceed	00710-6
	2.04 Starting the Work	00710-6
	2.05 Before Starting Construction	00710-6
	2.06 Preconstruction Conference	00710-6
	2.07 Initial Acceptance of Schedules	00710-6
	2.07 Initial Acceptance of Schedules	00/10-0
	Article 3-Contract Documents: Intent, Amending, Reuse	00710-7
	3.01 Intent	00710-7
	3.02 Reference Standards	00710-7
	3.03 Reporting and Resolving Discrepancies	00710-7
	3.04 Amending and Supplementing Contract Documents	00710-8
	3.05 Reuse of Documents	00710-8
	3.06 Electronic Data	00710-8
	Article 4-Availability of Lands; Subsurface and Physical Conditions; Reference Point; Hazardous	
	Environmental Conditions	00710-9
	4.01 Availability of Lands	00710-9
	4.02 Subsurface and Physical Conditions	00710-9
	4.03 Differing Subsurface or Physical Conditions	00710-10
	4.04 Underground Facilities	00710-11
	4.05 Reference Points	00710-12
	4.06 Hazardous Environmental Conditions at Site	00710-12
	Article 5-Bonds and Insurance	00710-13
	5.01 Performance, Payment and Other Bonds	00710-13
	5.02 Licensed Sureties and Insurers	00710-14
	5.03 Certificates of Insurance	00710-14
	5.04 Contractor's Liability Insurance	00710-14
	5.05 Owner's Liability Insurance	00710-14
	5.06 Property Insurance	00710-15
	5.07 Waiver of Rights	00710-15
	5.08 Receipt and Application of Insurance Proceeds	00710-10
	5.09 Acceptance of Bonds and Insurance; Option to Replace	00710-17
	5.10 Partial Utilization, Acknowledgment of Property Insurer	00710-17
	5.10 1 artial Ottuzation, Acknowledgment of 1 topetry Insurer	00/10-1/

	00710-1
Article 6-Contractor's Responsibilities	00710-1
6.01 Supervision and Superintendence	00710-1
6.02 Labor; Working Hours	00710-1
6.03 Services, Materials and Equipment	00710-1
6.04 Progress Schedule	00710-1
6.05 Substitutes and "Or-Equals"	00710-2
6.06 Concerning Subcontractors, Suppliers, and Others	00710-2
6.07 Patent Fees and Royalties	00710-2
6.08 Permits	00710-2
6.09 Laws and Regulations	00710-2
6.10 Taxes.	00710-2
6.11 Use of Site and Other Areas	00710-2
	00710-2
6.12 Record Documents	
6.13 Safety and Protection	00710-2
6.14 Safety Representative	00710-2
6.15 Hazard Communication Programs	00710-2
6.16 Emergencies	00710-2
6.17 Shop Drawings and Samples	00710-2
6.18 Continuing the Work	00710-2
6.19 Contractor's General Warranty and Guarantee	00710-2
6.20 Indemnification	00710-2
6.21 Delegation of Professional Design Services	
	00710-
Article 7-Other Work at the Site	00710-
7.01 Related Work at the Site	00710-
7.02 Coordination	00710-
7.03 Legal Relationships	
	00710-
Article 8-Owner's Responsibilities	00710-2
8.01 Communications to Contractor	00710-2
8.02 Replacement of Engineer	00710
8.03 Furnish Data	00710-2
8.04 Pay When Due	00710-
8.05 Lands and Easements; Reports and Tests	00710
8.06 Insurance	00710
8.07 Change Orders	00710
8.08 Inspections, Tests and Approvals	00710-
8.09 Limitations on Owner's Responsibilities	00710-
8.10 Undisclosed Hazardous Environmental Condition	00710-
8.11 Evidence of Financial Arrangements	00710
0.11 Evidence of 1 manetal Arrangements	00710-
Article 9-Engineer's Status during Construction	00710-
9.01 Owner's Representative	00710-
9.02 Visits to Site	00710
	00710
9.03 Project Representative	
9.04 Authorized Variations of Work	00710
9.05 Rejecting Defective Work	00710
9.06 Shop Drawings, Change Orders and Payments	00710
9.07 Determinations for Unit Price Work	00710
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work	00710
9.09 Limitations on Engineer's Authority and Responsibilities	00710
	00710
Article 10-Changes in the Work: Claims	00710
10.01 Authorized Changes in the Work	00710
10.02 Unauthorized Changes in the Work	00710

10.03 Execution of Change Orders	00710-3
10.04 Notification of Surety	00710-3
10.05 Claims	
	00710-3
Article 11-Cost of the Work; Allowances; Unit Price Work	00710-3
11.01 Cost of the Work	00710-3
11.02 Allowances	00710-3
11.03 Unit Price Work	
	00710-3
Article 12-Change of Contract Price; Change of Contract Times	00710-3
12.01 Change of Contract Price	00710-3
12.02 Change of Contract Times	00710
12.03 Delays	
	00710
Article 13-Tests and Inspections; Correction, Removal or Acceptance of Defective Work	00710
13.01 Notice of Defects	00710
13.02 Access to Work	00710
13.03 Test and Inspections	00710-
13.04 Uncovering Work	00710-
13.05 Owner May Stop the Work	00710-
13.06 Correction or Removal of Defective Work	00710-
13.07 Correction Period	00710-
13.08 Acceptance of Defective Work	00710-
13.09 Owner May Correct Defective Work	
·	00710-
Article 14-Payments to Contractor and Completion	00710-
14.01 Schedule of Values	00710-
14.02 Progress Payments	00710-
14.03 Contractor's Warranty of Title	00710-
14.04 Substantial Completion	00710-
14.05 Partial Utilization	00710-
14.06 Final Inspection	00710-
14.07 Final Payment	00710-
14.08 Final Completion Delayed	00710-
14.09 Waiver of Claims	
7	00710-
Article 15-Suspension of Work and Termination	00710-
15.01 Owner may Suspend Work	00710-
15.02 Owner may Terminate for Cause	00710-
15.03 Owner may Terminate for Convenience	00710-
15.04 Contractor May Stop Work or Terminate	
	00710-
Article 16-Dispute Resolution	00710-
16.01 Methods and Procedures	
	00710-
Article 17-Miscellaneous	00710-
17.01 Giving Notice	00710-
17.02 Computation of Times	00710-
17.03 Cumulative Remedies	00710-
17.03 Cumulative Remedies	00710-
17.04 Survival of Obligations	00710-
	00/10
17.06 Headings	00710-
Article 18-Federal Requirements	00710-
18.01 Agency Not a Party	00710-
18.02 Contract Approval	00710-
10.02 Соштил другочи	00/10-

	18.03 Conflict of Interest	00710-52
	18.04 Gratuities	00710-52
	18.05 Audit and Access to Records	00710-52
	18.06 Small, Minority and Women's Businesses	00710-52
	18.07 Anti-Kickback	00710-53
	18.08 Clean Air and Pollution Control Acts	00710-53
	18.09 State Energy Policy	00710-53
	18.10 Equal Opportunity Requirements	00710-53
	18.11 Restrictions on Lobbying	.00716-54
	18.12 Environmental Requirements	,
22.	Supplementary Conditions	00800-1
	SC-1.01.A.2. Defined Terms	00800-2
	SC-1.01.A.4. Defined Terms	00800-2
	SC-1.01.A.10. Defined Terms	00800-2
	SC-1.01.A.20. Defined Terms	00800-2
	SC-2.03.A. Commencement of Contract Times; Notice to Proceed	00800-2
	SC-4.02. Subsurface and Physical Conditions	00800-2
	SC-4.06. Hazardous Environmental Condition at Site	00800-3
	SC-4.06.D Hazardous Environmental Condition at Site	00800-3
	SC-5.03. Certificates of Insurance	00800-3
	SC-5.04. Contractor's Liability Insurance	00800-3
	SC-5.06.E. Property Insurance	00800-4
	SC-6.05.C. Substitutes and "Or-Equals" – Engineer's Evaluation	00800-4
	SC-6.06. Concerning Subcontractors, Suppliers, and Others	00800-4
	SC-6.13. Safety and Protection	00800-4
	SC-9.03. Project Representative	00800-5
	SC-10.05. Claims and California Public Works Contract Code	00800-5
	· ·	00800-5
	SC-14.02.A.3 Progress Payments – Applications for Payments	00800-5
	SC-14.02.C.1 Progress Payments – Payment Becomes Due SC-14.07.C. Final Payment – Payment Becomes Due	00800-6
	SC-14.07.C. Final Payment – Payment Becomes Due SC-18.08. Clean Air and Pollution Control Acts	00800-6
		00800-6
	SC-19.01 Project Sign	
22	SC-20. Additional State Requirements.	00800-6
<i>23</i> .	Project Sign	00810-1
<i>24</i> .	Contractor's Application for Payment	00820-1

25. Technical Specifications

26. Project Drawings

1. ADVERTISEMENT FOR BIDS

Imperial County Community & Economic Development c/o Imperial County Office of the Clerk of the Board of Supervisors 940 W. Main Street, Suite 209 El Centro, CA 92243

Separate sealed BIDS for the construction of the Seeley Community Park Improvements Project will be received by the Imperial County Office of the Clerk of the Board of Supervisors located at 940 W. Main Street, Suite 209, El Centro, CA 92243 until 3:00 pm (prevailing local time) on Monday, December 21, 2015, and then at said office will be publicly opened and read aloud.

The PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS may be examined at the following locations:

Imperial County Community & Economic Development 940 W. Main Street, Suite 203 El Centro, CA 92243

Phone: (442) 265-1100, Fax: (442) 265-1118

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Imperial County Community & Economic Development, located at 940 W. Main Street, Suite 203, El Centro, CA 92243 upon the nonrefundable payment of \$100.00 for each set.

A Non-mandatory Prebid Conference for prospective BIDDERS will be held at the County Administration Building Conference Room C and D located at 940 W. Main Street, El Centro, CA 92243 at 10:00 am (prevailing local time), on Thursday, December 10, 2015. A project site visit will follow the prebid meeting.

Bidders are notified that this construction project is financed by California Department of Housing and Community Development (HCD) through its Housing-Related Parks Program and is subject to the rules and regulations of the Housing and Community Development Act of 1974 and all amendments thereof. Neither the Unites States nor any departments, agencies, or employees is, or will be, a part of this Invitation for Bids or any resulting contract.

The Contractor and Subcontractors on this project must comply with HUD contract provisions 24 CFR part 85.36(i), the Federal Davis-Bacon and Related Acts, California Department of Regulations Wage Determinations and California Labor Codes pertaining to Public Works projects, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, and Federal Occupational Safety and Health Act as set for the in the Contract Bid Documents. This municipality is an equal employment opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

The female and minority goals are applicable to the contractor's aggregate onsite construction work force whether or not part of that work force is performing work on a federal or federally assisted construction contract or subcontract as follows:

Time- tables	Goals for female participation in each trade
From December 30, 1980, until further notice	6.9%

Time- tables	Goals for minority participation for each trade
From November 3, 1980, until further notice	16.2% - Imperial County – Non SMSA Counties 16.9% - San Diego County – SMSA Counties

Until further notice, the above goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction

work force, regardless of whether or not part of that work force is performing work on a Federal; Federally assisted, or non-Federally related project, contract, or subcontract.

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.

In projects involving construction where federal funding exceeds \$200,000 and any individual contract or subcontract exceeds \$100,000, the Contractor shall have incorporated into their contract the Section 3 clause and comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

The Contract executed between the General Contractor and the Awarding agency and the General Contractor and any subcontractor at any tier, for the performance of work on the public works project shall contain the complete verbiage as found in the contract between the Imperial County and the General Contractor including at a minimum a copy of the provisions of California Labor Codes, Sections 1726, 1771, 1775, 1776, 1777.5, 1813, and 1815.

In order to comply with HUD Section 3 requirements set forth in 24 CFR 135 of the Code of Federal Regulations, Section 3 Business Concerns are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities to Section 3 Business Concerns."

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the County to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County or with a State- or Federally-chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the County which provides that no portion of the securities shall be paid to the Contractor until the County has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The County will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the County of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by the Contractor and the County.

Prevailing Wage Rates: Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site. Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, California 94101 (415) 737-2794. This project will be under the Davis-Bacon and State of California Prevailing determinations. The particular wage rates will be determined by the highest rate between the Davis Bacon and State determinations.

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

Prospective Bidders shall be	licensed Contractors in	the State of Cal	itornia and shall be	skilled and i	regulari
engaged in the general class	or type of work called	for under the Cor	ntract. Each Bidder	shall have a	Class I
California Contractor's license					
					
(Date)		(Owner's Signatu	ıre		

2. INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES	Page
Article 1 - Defined Terms	00200-1
Article 2 - Copies of Bidding Documents	00200-1
Article 3 - Qualifications of Bidders	00200-2
Article 4 - Examination of Bidding Documents, Other Related Data, and Site	00200-2
Article 5 - Pre-Bid Conference	00200-4
Article 6 - Site and Other Areas	00200-4
Article 7 - Interpretations and Addenda	00200-4
Article 8 - Bid Security	00200-4
Article 9 - Contract Times	00200-5
Article 10 - Liquidated Damages	00200-5
Article 11 - Substitute and "Or-Equal" Items	00200-5
Article 12 - Subcontractors, Suppliers, and Others	00200-5
Article 13 - Preparation of Bid	00200-6
Article 14 - Basis of Bid; Comparison of Bids	00200-6
Article 15 - Submittal of Bid	00200-7
Article 16 - Modification or Withdrawal of Bid	00200-7
Article 17 - Opening of Bids	00200-7
Article 18 - Bids to Remain Subject to Acceptance	00200-7
Article 19 - Evaluation of Bids and Award of Contract	00200-8
Article 20 - Contract Security and Insurance	00200-8
Article 21 - Signing of Agreement	00200-8
Article 22 – Sales and Use Taxes	00200-9
Article 23 – Worker's Compensation Requirements	00200-9
Article 24 – Subcontractor Listing Law	00200-9
Article 25 – Funding Requirements	00200-10
Article 26 – Prohibiting Work by Certain Contractors	00200-10

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. Issuing Office The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered:

Imperial County Community & Economic Development 940 W. Main Street, Suite 203
El Centro, CA 92243
Phone: (442) 265-1100
Fax: (442) 265-1118

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the payment, of **one hundred dollars** (\$100.00) may be obtained from the Issuing Office. The payment is nonrefundable.
- 2.02 Complete sets of Bidding Documents must be purchased from *Imperial County Economic Development Department* pursuant to the preparation of Bids. Neither the Owner nor the Engineer assumes any

- responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The Owner and the Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within **five (5) days** of the Owner's request, the Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below. The bidder certifies that all statements and information are true and accurate.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions
 - A. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that the Engineer has used in preparing the Bidding Documents.
 - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by the Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. The Bidder is responsible for any interpretation or conclusion that the Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports as shown or indicated on such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the Owner and the Engineer by the Owners of such Underground Facilities, including the Owner, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that the Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by the Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. The Bidder is responsible for any interpretation or conclusion that the Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports as shown or indicated on such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, the Owner will provide the Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as the Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. The Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by the Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, the Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is responsibility of each Bidder before submitting a Bid to:
 - A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy the Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy the Bidder as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. Correlate the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in Bidding Documents and the written resolutions thereof by the Engineer are acceptable to the Bidder, and that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A Non-mandatory PreBid Conference will be held at 10:00 am on Thursday, December 10, 2015, at the County Administration Building Conference Room C and D located at 940 W. Main Street, El Centro, CA 92243. Representatives of the Owner and the Engineer will be present to discuss the Project. Attendance is non-mandatory. A site visit will immediately follow. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the County in writing. Questions shall be submitted to:

Imperial County Community & Economic Development 940 W. Main Street, Suite 203 El Centro, CA 92243 Phone: (442) 265-1100

Fax: (442) 265-1118

Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the County as having received the Bidding Documents. Questions received after **December 10, 2015 at 5:00pm**, or no less than **seven (7) days** prior to

- the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or the Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by a Bid Security made payable to the Owner in an amount of **ten percent** (10%) of Bidder's maximum Bid price and in the form of a certified check or a Bid Bond (EJCDC No. C-430, 2002 Edition) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within **fifteen** (15) **days** after the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of **seven** (7) **days** after the Effective Date of the Agreement or **sixty-one** (61) **days** after the Bid Opening, whereupon the Bid Security furnished by such Bidders will be returned.
- 8.03 The Bid Security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within **seven (7) days** after the Bid Opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 -LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by the Engineer as a substitute unless a written request for approval has been submitted by Bidder and has been received by the Engineer at least **fifteen (15) days** prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed item will be final. If the Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to the Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within **five (5) days** after the Bid Opening, submit to the Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by the Owner. If the Owner or the Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, the Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If the apparent Successful Bidder declines to make any such substitution, the Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which the Owner and the Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and the Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 The Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom the Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in Supplement Conditions 6.06.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from County.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid shall be signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each, *Bid Item, Deductive Alternate, and Unit Price Item* listed therein, or the words "No Bid", "No Change" or "Not Applicable".
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 13.06 A Bid by an individual shall show the Bidder's name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid form. The business address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.

- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 The address and telephone number and email address for communication regarding the Bid shall be shown.
- 13.11The Bid shall contain evidence of the Bidder's authority and qualification to do business in the State of California. Bidder's state contractor license number for the state of the Project shall also be shown on the Bid Form. Bidders shall possess a valid State of California Contractors "B" License at the day and time of the opening of proposals. The license shall be valid during the contract period.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Schedule of Values.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The Final Quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in the 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 words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one (1) separate unbound copy of the Bid Form, and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner at the address in Article 1.01 of the Bid Form.

Project Title: Seeley Community Park Improvements Project

Imperial County Community & Economic Development c/o Office of the Clerk of the Board of Supervisors 940 W. Main Street, Suite 209 El Centro, CA 92243

ARTICLE 16 - MODIFICATION OR WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within **twenty-four** (24) **hours** after Bids are opened any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid Security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

17.01 The Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and Deductive Alternates will be made available to the Bidders after the opening of the Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The Owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one (1) Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating the Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 The Owner may conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, the Owner will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. The Award shall be made to the lowest responsive, responsible Bidder. The lowest responsive, responsible Bidder shall be determined by: (1) lowest overall cost to the owner, (2) evaluation of Bidder's experience and, (3) a Bidder's proposal that complies with all of the requirements prescribed in this document.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within **fifteen (15) days** thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, the Owner shall deliver one (1) fully signed counterpart to the Successful Bidder with five (5) complete sets of the "Issued for Construction" Drawings with appropriate identification.

21.02 N/A

21.03 Concurrence by the County of Imperial in the award of the Contract is required before the Contract is effective.

ARTICLE 22 - SALES AND USE TAXES

22.01 Contractor shall pay all sales, use and other taxes as specified in Paragraph 6.10 of the General Conditions.

ARTICLE 23- WORKERS' COMPENSATION REQUIREMENTS

- 23.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of workers' compensation to its employees.
- 23.02 In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the Owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code 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."

ARTICLE 24 – SUBCONTRACTOR LISTING LAW

- 24.01 In accordance with Section 4104 of the California Public Contract Code, each Bidder, in his or her Bid, shall set forth the name and the location of the place of business of each Subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.
- 24.02 In accordance with Section 4107 of the California Public Contract Code, no Contractor whose Bid is accepted shall without consent of the OWNER either: (a) substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid; or (c)

- sublet or subcontract any portion of the Work in excess of one-half of one percent of the prime Contractor's total Bid as to which his or her original Bid did not designate a Subcontractor.
- 24.03 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than **ten percent** (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to **five** (5) **day's** notice of the time and place thereof.

ARTICLE 25 – FUNDING REQUIREMENTS

- 25.01 Bidders are to base their bids on the project funding being provided in whole or in part by the California Department of Housing and Community Development (HCD) through its Housing-Related Parks Program which will review and approve the contract award, contract agreement, partial and final payments, and contract change orders.
- 25.02 Payment and retainage will comply with the contract agreement section 6.02 "Progress Payments; Retainage."
- 25.03 Intentionally left blank
- 25.04 Bidders are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements found in paragraph 18.10 of the General Conditions.

ARTICLE 26 - PROHIBITING WORK BY CERTAIN CONTRACTORS

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

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

3. WAGE REQUIREMENTS

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

Statutory Penalty for Failure to Pay Minimum Wage

A. In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit **fifty dollars** (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work

A. In accordance with 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit **twenty-five dollars** (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Apprenticeship Requirements

A. CONTRACTOR agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice hour for each five (5) journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least sixteen (16) years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records

A. Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the OWNER or the Division of Labor Standards Enforcement, the Contractor shall, within ten (10) days, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ASBESTOS AND LEAD ABATEMENT (LABORER)

DETERMINATION: SC-102-882-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: December 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Emp	oloyer Paym	ents		Straig	ht-Time	Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other ^b	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday/ Holiday 2X	
Asbestos and Lead Abatement Worker	\$29.23	6.75	6.00	4.20	0.70	0.34	8	\$47.22	\$61.835	\$61.835	\$76.45	

^a Includes an amount for supplemental dues.

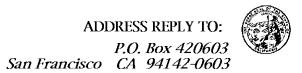
NOTE: Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

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

^b Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

^c Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASES FOR

FIRE SAFETY AND MISCELLANEOUS SEALING

ASBESTOS WORKER (Determination: SC-3-5-4-2015-1)

PLUMBER (Determination: SC-204-X-18-2015-1)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination that was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

ASBESTOS WORKER (All Shifts):

Determination SC-3-5-4-2015-1 is currently in effect and expires on June 30, 2016**.

Effective July 1, 2016, there will be the following increases:

Class I: \$0.75 to be allocated to wages and/or fringes.

Class II:\$0.89 to be allocated to wages and/or fringes.

Class III: \$1.16 to be allocated to wages and/or fringes.

Class IV: \$1.27 to be allocated to wages and/or fringes.

PLUMBER (All Shifts):

Determination SC-204-X-18-2015-1 is currently in effect and expires on June 30, 2016**.

Effective July 1, 2016, there will be the following increases:

Class I: \$0.75 to be allocated to wages and/or fringes.

Class II: \$0.89 to be allocated to wages and/or fringes.

Class III -\$1.14 to be allocated to wages and/or fringes.

Class IV -\$1.25 to be allocated to wages and/or fringes.

Effective July 1, 2017, there will be the following increases:

Class I: \$0.77 to be allocated to wages and/or fringes. Class II: \$0.92 to be allocated to wages and/or fringes. Class III: \$1.18 to be allocated to wages and/or fringes.

Class IV: \$1.29 to be allocated to wages and/or fringes.

There were no further increases applicable to this determination.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING

DETERMINATION: SC-3-5-4-2015-1 **ISSUE DATE:** August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

Employer Payments							Straight-Time		e Hourly R	Hourly Rate	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Other	Hours	Total	Daily	Sund	day	
(JOURNEYPERSON)	Hourly	and		Holiday	Payment		Hourly	and	and	i	
	Ratea	Welfare					Rate	Saturday	Holi	day	
								1 1/2X	2X	3X e	
ASBESTOS WORKER											
Fire Safety Technician - Class I ^c											
(0-2000 hrs)	\$16.70	\$7.27 ^b	-	\$0.90	\$0.05	8	\$24.92	\$33.27 ^d	\$41.62	\$58.32	
Fire Safety Technician - Class II ^c											
(2001-4000 hrs)	\$21.19	\$7.27 ^b	-	\$1.26	\$0.05	8	\$29.77	\$40.365 ^d	\$50.96	\$72.15	
Fire Safety Technician - Class III ^c											
(4001-6000 hrs)	\$21.86	\$7.27 ^b	\$8.01	\$1.33	\$0.05	8	\$38.52	\$49.45 ^d	\$60.38	\$82.24	
Fire Safety Technician - Class IV ^c								_			
(6001 or more hrs)	\$25.38	\$7.27 ^b	\$8.01	\$1.53	\$0.05	8	\$42.24	\$54.93 ^d	\$67.62	\$93.00	

DETERMINATION: SC-204-X-18-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments				traigl	nt-Time	Overtime Hourly Rate		Rate	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hou	rs Total	Daily	Sur	nday
(JOURNEYPERSON)	Hourly	and		Holiday ^g		Payment		Hourly	and		nd
	Rate ^a	Welfare						Rate	Saturday	Hol	liday
									1 1/2X	2X	3X
<u>PLUMBER</u>											
Fire Safety Technician - Class I ^c									_		
(0 -2000 hrs)	\$16.97	\$7.11	-	-	\$0.10	\$0.75	8	\$24.93	\$33.415 ^f	\$41.90	\$58.87
Fire Safety Technician - Class II ^c											
(2001-4000 hrs)	\$20.81	\$7.11	-	\$1.00	\$0.10	\$0.75	8	\$29.77	\$40.675 ^f	\$51.08	\$71.89
Fire Safety Technician - Class III ^c											
(4001-6000 hrs)	\$23.45	\$7.11	\$5.17	\$1.50	\$0.10	\$0.75	8	\$38.08	\$50.555 ^f	\$62.28	\$85.73
Fire Safety Technician - Class IV ^c											
(6001 or more hrs)	\$26.17	\$7.11	\$5.17	\$2.50	\$0.10	\$0.75	8	\$41.80	\$56.135 ^f	\$69.22	\$95.39

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

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

b Includes an amount for Occupational Health and Research.

The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

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

e No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

f Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^g Vacation/Holiday shall be paid at time and one half for all overtime hours.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING (SHIFT)

DETERMINATION: SC-3-5-4-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Employ	er Payments		<u>Straig</u> l	<u>ht-Time</u>	Overtime Hourly Rate		ate
CLASSIFICATION	Basic	Health	Pension	Vacation/	Other	Hours	Total	Daily	Suno	day
(JOURNEYPERSON)	Hourly	and		Holiday	Payment		Hourly	and	and	i
	Ratea	Welfare					Rate	Saturday	Holi	day
ASBESTOS WORKER								1 1/2X	2X	$3X^g$
Fire Safety Technician - Class I c										
(0-2000 hrs)	\$16.70	\$7.27 ^b	-	\$0.90	\$0.05	d	\$24.92	\$33.27 ^e	\$41.62	\$58.32
Fire Safety Technician - Class II ^c										
(2001-4000 hrs)	\$21.19	\$7.27 ^b	-	\$1.26	\$0.05	d	\$29.77	\$40.365 ^e	\$50.96	\$72.15
Fire Safety Technician - Class III ^c										
(4001-6000 hrs)	\$21.86	\$7.27 ^b	\$8.01	\$1.33	\$0.05	d	\$38.52	\$49.45 ^e	\$60.38	\$82.24
Fire Safety Technician - Class IV ^c										
(6001 or more hrs)	\$25.38	\$7.27 ^b	\$8.01	\$1.53	\$0.05	d	\$42.24	\$54.93 ^e	\$67.62	\$93.00

DETERMINATION: SC-204-X-18-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

,			Employ	er Payments		St	raigl	nt-Time	Overtime Hourly		Rate
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hou	rs Total	Daily/	Sur	nday/
(JOURNEYPERSON)	Hourly	and		Holiday ^h		Payment		Hourly	Saturday	Hol	liday
	Rate ^a	Welfar	e					Rate	1 1/2X	2X	3X
<u>PLUMBER</u>											
Fire Safety Technician - Class I c											
(0 -2000 hrs)	\$17.82	\$7.11	-	-	\$0.10	\$0.75	8	\$25.78	\$34.69 ^f	\$43.60	\$61.42
Fire Safety Technician - Class II ^c											
(2001-4000 hrs)	\$21.85	\$7.11	-	\$1.00	\$0.10	\$0.75	8	\$30.81	\$42.235 ^f	\$53.16	\$75.01
Fire Safety Technician - Class III ^c									_		
(4001-6000 hrs)	\$24.62	\$7.11	\$5.17	\$1.50	\$0.10	\$0.75	8	\$39.25	\$52.31 ^f	\$64.62	\$89.24
Fire Safety Technician - Class IV ^c									_		
(6001 or more hrs)	\$27.48	\$7.11	\$5.17	\$2.50	\$0.10	\$0.75	8	\$43.11	\$58.10 ^f	\$71.84	\$99.32

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

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

b Includes an amount for Occupational Health and Research.

^c The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

When 2 or 3 shifts are employed, the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

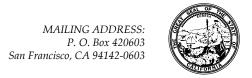
Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

f Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

g No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

h Vacation/Holiday shall be paid at time and one half for all overtime hours.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASE FOR

ASBESTOS WORKER, HEAT AND FROST INSULATOR MECHANIC (SC-3-5-1-2015-1)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015,** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination that was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

ASBESTOS WORKER, HEAT AND FROST INSULATOR: MECHANIC

Determination SC-3-5-1-2015-1 is currently in effect and expires on July 3, 2016**.

Effective July 4, 2016, there will be an increase of \$2.25 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2015, Effective 9/1/2015 until superseded.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

DETERMINATION: SC-3-5-1-2015-1 **ISSUE DATE:** August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			Em	ployer Payme	nts		Straigh	t-Time		Overt	ime Hourly	y Rate	
Classification	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	ily	Saturo	lay	Sunday
(Journeyperson)	Hourly Rate	And Welfare		Holiday		Payments		Hourly Rate	1 1/2x	2x	1 1/2x	2x	and Holiday
	Kate	wenare						Kate	1 1/2X	ΔX	1 1/2X	ΔX	Holiday
Mechanic	a33.49	^b 8.14	i11.51	2.52	0.64	-	8	56.30	^c 73.045	89.79	^d 73.045	89.79	e89.79

DETERMINATION: SC-3-5-3-2015-1 **ISSUE DATE**: August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Hazardous Material Handler Mechanic $^{\rm h}$ 18.06 $^{\rm f}$ 4.29 6.06 - 0.22 - 8 28.63 37.66 - 37.66 - $^{\rm g}$ 37.66

Note: Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510)286-7362.

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

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

^a Includes 5% of employees gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

^b Occupational Health and Research and Mortuary Fund included in Health and Welfare.

^c Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

d Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

^{° \$123.28} per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sundays and observed holidays may be worked at the time and one half rate.

f Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.12 for Occupational Health Plan

g \$64.75 per hour for work on Labor Day.

^h Includes 5% of employees gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # BOILERMAKER-BLACKSMITH

DETERMINATION: C-14-X-2-2014-1 **ISSUE DATE:** February 22, 2014

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

LOCALITY: All localities within the State of California

		Employer Payments				Straight-Time			Overtime H		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^d	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday/ Holiday 2X
^a AREA 1 Boilermaker-Blacksmith	\$41.66	\$8.57	b\$16.20	^b \$4.56	\$0.75	\$0.34	8	\$72.08	c\$103.29	c\$103.29	\$134.50
^a AREA 2 Boilermaker-Blacksmith	\$42.78	\$8.57	^b \$19.61	^b \$5.33	\$1.25	\$0.34	8	\$77.88	c\$111.74	^c \$111.74	\$145.60
^a AREA 3 Boilermaker-Blacksmith	\$39.18	\$8.57	^b \$18.00	^b \$4.74	\$1.25	\$0.34	8	\$72.08	c\$103.04	c\$103.04	\$134.00

DETERMINATION: C-14-X-2-2014-1

ISSUE DATE: February 22, 2014

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

LOCALITY: All localities within the State of California

^a AREA 1 Boilermaker-Blacksmith Helper ^f	\$22.91	e	^b \$0.65	-	\$0.75	\$0.34	8	\$24.65	°\$36.43	°\$36.43	\$48.21
^a AREA 2 Boilermaker-Blacksmith Helper ^f	\$23.53	e	^b \$0.65	-	\$1.25	\$0.34	8	\$25.77	°\$37.86	°\$37.86	\$49.95
^a AREA 3 Boilermaker-Blacksmith Helper ^f	\$21.55	e	^b \$0.65	-	\$1.25	\$0.34	8	\$23.79	°\$34.89	°\$34.89	\$45.99

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

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

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

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

Area 3 - All other remaining counties.

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

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

^d Includes amount for Annuity Trust Fund.

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

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

CRAFT: # CARPENTER AND RELATED TRADES

DETERMINATION: SC-23-31-2-2015-1

ISSUE DATE: August 22, 2015

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

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

	Employer Payments							ht-Time	Overtime Hourly Rate		
Classification	Basic	Health						Total	Daily ^g	Saturday b	Sunday
(Journeyperson)	Hourly	and		Vacation/				Hourly			and
	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	1 1/2X	1 1/2X	Holiday
a AREA 1											
Carpenter ^{c, i} , Cabinet Installer, Insulation											
Installer, Hardwood Floor Worker,											
Acoustical Installer	\$40.40	\$6.60	\$4.41	\$3.45 ^f	\$0.57	\$0.34	8	\$55.77	\$75.97	\$75.97	\$96.17
Pile Driverman ^j , Derrick Bargeman,											
Rockslinger, Bridge or Dock Carpenter,											
Cable Splicer	40.53	6.60	4.41	3.45 ^f	0.57	0.34	8	55.90	76.165	76.165	96.43
Bridge Carpenter ^c	40.53	6.60	4.41	3.45 ^f	0.57	0.34	8	55.90	76.165	76.165	96.43
Shingler ^c	40.53	6.60	4.41	3.45 ^f	0.57	0.34	8	55.90	76.165	76.165	96.43
Saw Filer	40.49	6.60	4.41	3.45 ^f	0.57	0.34	8	55.86	76.105	76.105	96.35
Table Power Saw Operator	40.50	6.60	4.41	3.45 ^f	0.57	0.34	8	55.87	76.12	76.12	96.37
Pneumatic Nailer or Power Stapler	40.65	6.60	4.41	3.45 ^f	0.57	0.34	8	56.02	76.345	76.345	96.67
Roof Loader of Shingles	28.37	6.60	4.41	3.45 ^f	0.57	0.34	8	43.74	57.925	57.925	72.11
Scaffold Builder	31.60	6.60	4.41	3.45 ^f	0.57	0.34	8	46.97	62.77	62.77	78.57
Millwright ^c	40.90	6.60	4.41	3.45 ^f	0.57	0.54	8	56.47	76.92	76.92	97.37
Head Rockslinger	40.63	6.60	4.41	3.45 ^f	0.57	0.34	8	56.00	76.315	76.315	96.63
Rock Bargeman or Scowman	40.43	6.60	4.41	3.45 ^f	0.57	0.34	8	55.80	76.015	76.015	96.23
Diver, Wet (Up To 50 Ft. Depth) d	e89.06	6.60	4.41	3.45 ^f	0.57	0.34	8	104.43	148.96	148.96	193.49
Diver, (Stand-By) ^d	e44.53	6.60	4.41	3.45 ^f	0.57	0.34	8	59.90	82.165	82.165	104.43
Diver's Tender ^d	43.53	6.60	4.41	3.45 ^f	0.57	0.34	8	58.90	80.665	80.665	102.43
Assistant Tender (Diver's) d	40.53	6.60	4.41	3.45 ^f	0.57	0.34	8	55.90	76.165	76.165	96.43
a AREA 2											
Carpenter ^{c i} , Cabinet Installer, Insulation											
Installer, Hardwood Floor Worker,											
Acoustical Installer	39.83	6.60	4.41	3.45 ^f	0.57	0.34	8	55.20	75.115	75.115	95.03
Shingler ^c	39.97	6.60	4.41	3.45 ^f	0.57	0.34	8	55.34	75.325	75.325	95.31
Saw Filer	39.83	6.60	4.41	3.45 ^f	0.57	0.34	8	55.20	75.115	75.115	95.03
Table Power Saw Operator	40.93	6.60	4.41	3.45 ^f	0.57	0.34	8	56.30	76.765	76.765	97.23
Pneumatic Nailer or Power Stapler	40.09	6.60	4.41	3.45 ^f	0.57	0.34	8	55.46	75.505	75.505	95.55
Roof Loader of Shingles	27.98	6.60	4.41	3.45 ^f	0.57	0.34	8	43.35	57.34	57.34	71.33

DETERMINATION: SC-31-741-1-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: May 31, 2015*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

				Employer Payments					Overtime Hourly Rate		
Classification	Basic	Health		Vacation/			Total	Daily	Saturday/ h	Holiday	
(Journeyperson)	Hourly	and		and			Hourly		Sunday		
	Rate	Welfare	Pension	Holiday	Training	Hours	Rate	1 1/2X	1 1/2X	2X	
Terrazzo Installer	\$36.52	6.10	4.16	$3.36^{\rm f}$	0.42	8	50.56	68.82	68.82	87.08	
Terrazzo Finisher	30.02	6.10	4.16	$3.36^{\rm f}$	0.42	8	44.06	59.07	59.07	74.08	

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWa

- a. AREA 1 Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.
- AREA 2 Inyo, Kern, and Mono counties. For Bridge Carpenter, Scaffold Builder, Pile Driverman, Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer, Millwright, Head Rockslinger, Rock Bargeman or Scowman, Diver, Wet (Up to 50 Ft. Depth), Diver (Stand-By), Diver's Tender, and Assistant Tender (Diver's) rates, please see Area 1 as this rate applies to Area 2 as well. Basic Hourly Rates for Area 2 include an additional amount deducted for vacation/holiday.
- b. First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.
- c. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.
- d. Shall receive a minimum of 8 hours pay for any day or part thereof.
- e. For specific rates over 50 ft depth, contact the Office of the Director Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.
- f. Includes an amount for supplemental dues.
- g. All overtime worked Mon Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.
- h. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.
- i. A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.
- j. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.

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

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director — Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

PREDETERMINED INCREASE FOR

CEMENT MASON (SC-23-203-2-2015-2)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

Cement Mason

Determination SC-23-203-2-2015-2 is currently in effect and expires on July 3, 2016**.

Effective on July 4, 2016, there will be an increase of \$1.60 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2015, Effective 9/1/2015.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2015

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			E	mployer Payr	nents		Straigh	t-Time	Over	time Hourly F	Rate
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$32.30	7.52	8.09	6.52 ^b	0.60	0.27	8	55.30	71.450°	71.450°	87.60
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$32.42	7.52	8.09	6.52 ^b	0.60	0.27	8	55.42	71.630°	71.630°	87.84
Floating and Troweling Machine Operator	\$32.55	7.52	8.09	6.52 ^b	0.60	0.27	8	55.55	71.825°	71.825°	88.10

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

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

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

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

^b Includes an amount for supplemental dues.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)

DETERMINATION: SC-23-63-2-2015-1B

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Employer Payments th and Pension Vacation/ Training		ents		<u>Straight – Time</u>		Overtime Hourly F		Rate
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday (d)	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Hourly Rate	(c)		Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)										
Group 1	\$41.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.24	\$86.890	\$86.890	\$107.54
Group 2	\$42.08	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.02	\$88.060	\$88.060	\$109.10
Group 3	\$42.37	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.31	\$88.495	\$88.495	\$109.68
Group 4	\$42.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.45	\$88.705	\$88.705	\$109.96
Group 5	\$42.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.67	\$89.035	\$89.035	\$110.40
Group 6	\$42.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.78	\$89.200	\$89.200	\$110.62
Group 7	\$42.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.90	\$89.380	\$89.380	\$110.86
Group 8	\$43.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.07	\$89.635	\$89.635	\$111.20
Group 9	\$43.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.24	\$89.890	\$89.890	\$111.54
Group 10	\$44.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.24	\$91.390	\$91.390	\$113.54
Group 11	\$45.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.24	\$92.890	\$92.890	\$115.54
Group 12	\$46.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$71.24	\$94.390	\$94.390	\$117.54
Group 13	\$47.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$72.24	\$95.890	\$95.890	\$119.54

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

NOTE: For Special Shift and Multi-Shift, see pages 10A-1 and 10A-2.

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

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

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

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

Determination: SC-23-63-2-2015-1B: SC-23-63-2-2015-1B1: SC-23-63-2-2015-1B2

CLASSIFICATIONS:

GROUP 1

Engineer Oiler

GROUP 2

Truck Crane Oiler

GROUP 3

A-Frame or Winch Truck Operator Ross Carrier Operator (Jobsite)

GROUP 4

Bridge-Type Unloader and Turntable Operator

Helicopter Hoist Operator

Snobble Unit (pin-n-go or similar type)

GROUP 5

Hydraulic Boom Truck/Knuckleboom

Stinger Crane (Austin-Western or similar type)

Tugger Hoist Operator (1 drum)

GROUP 6

Bridge Crane Operator

Cretor Crane Operator

Hoist Operator (Chicago Boom and similar type)

Lift Mobile Operator

Lift Slab Machine Operator (Vagtborg and similar types)

Material Hoist and/or Manlift Operator

Polar Gantry Crane Operator

Prentice Self-Loader

Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over $3/4\ yd$ and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

GROUP 7

Pedestal Crane Operator

Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)

Tower Crane Repairman

Tugger Hoist Operator (3 drum)

GROUP 8

Crane Operator (up to and including 25 ton capacity)

Crawler Transporter Operator

Derrick Barge Operator (up to and including 25 ton capacity)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)

Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

GROUP 9

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)

Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons.

GROUP 10

ABI/Fundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including $100 \ ton \ M.R.C.$)

Shovel, Dragline, Clamshell Operator (over 10 cu. yrds.)

GROUP 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over $100\ tons$, up to and including $200\ ton\ M.R.C.$)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

GROUP 12

Crane Operator (over 200 tons, up to and including 300 tons M.R.C.) $\,$

Derrick Barge Operator $\,$ (over 200 tons, up to and including 300 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

GROUP 13

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

MISCELLANEOUS PROVISIONS:

- 1. Operators on hoists with three drums shall receive fifteen cents (15ϕ) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- 2. All heavy duty repairman and heavy duty combination shall receive fifty cents (50¢) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Special Shift)

DETERMINATION: SC-23-63-2-2015-1B1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Employer Payments and Pension Vacation/ Training		ents		Straight - Time		Overtime Hourly Rate		
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday (d)	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Hourly Rate	(c)		Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)										
Group 1	\$41.80	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.74	\$87.640	\$87.640	\$108.54
Group 2	\$42.58	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.52	\$88.810	\$88.810	\$110.10
Group 3	\$42.87	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.81	\$89.245	\$89.245	\$110.68
Group 4	\$43.01	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.95	\$89.455	\$89.455	\$110.96
Group 5	\$43.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.17	\$89.785	\$89.785	\$111.40
Group 6	\$43.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.28	\$89.950	\$89.950	\$111.62
Group 7	\$43.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.40	\$90.130	\$90.130	\$111.86
Group 8	\$43.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.57	\$90.385	\$90.385	\$112.20
Group 9	\$43.80	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.74	\$90.640	\$90.640	\$112.54
Group 10	\$44.80	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.74	\$92.140	\$92.140	\$114.54
Group 11	\$45.80	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.74	\$93.640	\$93.640	\$116.54
Group 12	\$46.80	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$71.74	\$95.140	\$95.140	\$118.54
Group 13	\$47.80	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$72.74	\$96.640	\$96.640	\$120.54

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

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

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Multi-Shift)

DETERMINATION: SC-23-63-2-2015-1B2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Employer Payments and Pension Vacation/ Training		ents		<u>Straight – Time</u>		Overtime Hourly Rate		
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours (e)	Total	Daily	Saturday (d)	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Hourly Rate	(c)		Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b))										
Group 1	\$42.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.24	\$88.390	\$88.390	\$109.54
Group 2	\$43.08	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.02	\$89.560	\$89.560	\$111.10
Group 3	\$43.37	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.31	\$89.995	\$89.995	\$111.68
Group 4	\$43.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.45	\$90.205	\$90.205	\$111.96
Group 5	\$43.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.67	\$90.535	\$90.535	\$112.40
Group 6	\$43.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.78	\$90.700	\$90.700	\$112.62
Group 7	\$43.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.90	\$90.880	\$90.880	\$112.86
Group 8	\$44.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.07	\$91.135	\$91.135	\$113.20
Group 9	\$44.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.24	\$91.390	\$91.390	\$113.54
Group 10	\$45.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.24	\$92.890	\$92.890	\$115.54
Group 11	\$46.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$71.24	\$94.390	\$94.390	\$117.54
Group 12	\$47.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$72.24	\$95.890	\$95.890	\$119.54
Group 13	\$48.30	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$73.24	\$97.390	\$97.390	\$121.54

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

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

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)

DETERMINATION: SC-31-X-41-2015-1

ISSUE DATE: August 22, 2015

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

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

]	Employer Pay	<u>yments</u>			Straig	ht-Time	Overt	ime Hourly R	ates
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b	Saturday 1 1/2X ^b	Sunday and Holiday 2X
Drywall Installer/ Lather	\$40.40	\$6.60	\$4.41	\$3.45	\$0.57	\$0.52	8	\$55.95	\$76.15	\$76.15	\$96.35

DETERMINATION: SC-31-X-41-2015-1A

ISSUE DATE: August 22, 2015

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

Stocker, Scrapper	\$10.00	\$6.60	-	\$2.45	\$0.57	-	8	\$19.62	\$24.62	\$24.62	\$29.62

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

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

^a Includes an amount per hour worked for supplemental dues.

^b Rate applies to the first 4 daily overtime hours and to the first 8 hours on Saturday. All other overtime will be paid the Sunday and Holiday double time rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal work week due to inclement weather.

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASES FOR ELEVATOR CONSTRUCTOR (SC-62-X-999-2015-1)

IN IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN DIEGO, SANTA BARBARA, AND VENTURA COUNTIES

PORTIONS OF KERN^a, SAN BERNARDINO^a, AND SAN LUIS OBISPO^a COUNTIES (^aApplies to that portion of these counties south of the Tehachapi Line.)

This predetermined increase for the above named craft applies only to the above-referenced determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination, which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

MECHANIC

Determination SC-62-X-999-2015-1 is currently in effect and expires on December 31, 2015**.

Effective January 1, 2016: there will be an increase of \$2.71 allocated to wages and/or employer payments. **Effective January 1, 2017:** there will be an increase of \$2.80 allocated to wages and/or employer payments.

MECHANIC (Employed in industry more than 5 years)

Determination SC-62-X-999-2015-1 is currently in effect and expires on December 31, 2015**.

Effective January 1, 2016: there will be an increase of \$2.71 allocated to wages and/or employer payments. **Effective January 1, 2017:** there will be an increase of \$2.80 allocated to wages and/or employer payments.

HELPER

Determination SC-62-X-999-2015-1 is currently in effect and expires on December 31, 2015**.

Effective January 1, 2016: there will be an increase of \$2.38 allocated to wages and/or employer payments. **Effective January 1, 2017:** there will be an increase of \$2.44 allocated to wages and/or employer payments.

HELPER (Employed in industry more than 5 years)

Determination SC-62-X-999-2015-1 is currently in effect and expires on December 31, 2015**.

Effective January 1, 2016: there will be an increase of \$2.38 allocated to wages and/or employer payments. **Effective January 1, 2017:** there will be an increase of \$2.44 allocated to wages and/or employer payments.

There will be no further predetermined increases applicable to this determination.

Issued February 22, 2015, effective for projects advertised for bids on or after 3/4/2015.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2015

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

CRAFT: # ELEVATOR CONSTRUCTOR

DETERMINATION: SC-62-X-999-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: December 31, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. ^aPortions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

			Empl		Straigl	nt-time	Ov	ertime Hour	ly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^e	Vacation/ Holiday ^b	Training	Other Payments	Hours	Total Hourly Rate	Daily ^d	Saturday ^d 1 ½X	Sunday and Holiday
Mechanic Mechanic (employed in industry more than	\$49.90	13.575	14.21	4.53	0.60	0.30	8	\$83.115	\$108.065	\$108.065	\$133.015
5 years)	\$49.90	13.575	14.21	5.53	0.60	0.30	8	\$84.115	\$109.065	\$109.065	\$134.015
Helper ^c	\$34.93	13.575	14.21	3.17	0.60	0.30	8	\$66.785	\$84.25	\$84.25	\$101.715
Helper (employed in industry more than	Ф24.02	12.575	14.21	2.07	0.60	0.20	0	Ф <i>с</i> п 40 <i>г</i>	Φ04.07	404.05	Φ102.41 <i>5</i>
5 years) ^c	\$34.93	13.575	14.21	3.87	0.60	0.30	8	\$67.485	\$84.95	\$84.95	\$102.415

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

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

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

^a Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

^b Includes an amount for 8 paid holidays.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

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

CRAFT: FENCE BUILDER (CARPENTER)

DETERMINATION: SC-23-31-20-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego,

San Luis Obispo, Santa Barbara, and Ventura counties.

			Emp	oloyer Payr	nents		Straigh	nt-Time	Ove	time Hourly	Rate
Classification	Basic	Health		Vacation				Total	Daily	Saturday ^b	Sunday
(Journeyperson)	Hourly	and		and				Hourly			and
	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$1 \ 1/2X^{a}$	1 1/2X	Holiday
Fence Builder	\$35.69	\$6.10	\$4.16	\$3.40	\$0.47	\$0.21	8	\$50.03	\$67.875	\$67.875	\$85.720

^aRate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

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

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

^bSaturdays in the same work week may be worked at straight-time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASE FOR

HORIZONTAL DIRECTIONAL DRILLING (SC-102-1184-1-2015-1)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1**, **2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

HORIZONTAL DIRECTIONAL DRILLING: All Classifications

Determination SC-102-1184-1-2015-1 is currently in effect and expires on July 3, 2016**.

Effective July 4, 2016, there will be an increase of \$1.60 to be allocated to wages and/or employer payments.

Effective July 3, 2017, there will be an increase of \$1.65 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2015, Effective 9/1/2015 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2015

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)

DETERMINATION: SC-102-1184-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Employe	er Payments			Straig	ht-Time	Over	time Hourly	Rate
Classification	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturdayb	Sunday/
(Journeyperson)	Hourly	and		Holiday ^a		Payments		Hourly			Holiday
	Rate	Welfare						Rate	1 1/2x	1 1/2x	2x
GROUP I											
(Drilling Crew Laborer)	\$32.60	\$6.86	\$3.25	\$3.02	\$0.35	\$0.82	8	\$46.90	\$63.20	\$63.20	\$79.50
GROUP II											
(Vehicle Operator/Hauler)	\$32.77	\$6.86	\$3.25	\$3.02	\$0.35	\$0.82	8	\$47.07	\$63.455	\$63.455	\$79.84
GROUP III	\$24.52		00.05	00.00	40.27	40.00		* 40.0 *	0.55.00	0.55.00	000 54
(Horizontal Directional Drill Operator)	\$34.62	\$6.86	\$3.25	\$3.02	\$0.35	\$0.82	8	\$48.92	\$66.23	\$66.23	\$83.54
GROUP IV (Electronic Tracking Locator)	\$36.62	\$6.86	\$3.25	\$3.02	\$0.35	\$0.82	8	\$50.92	\$69.23	\$69.23	\$87.54

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

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

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

^a Includes an amount for Supplemental Dues.

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

LOCALITY: IMPERIAL COUNTY

DET	ERMINATION: IMP-2015-2					EMPLOYE	R PAYMENTS)		STRAIG	HT-TIME	OVE	RTIME HOURLY	/ RATE
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER:	2/22/2015	10/31/2015**	A 40.560	7.900	7.370	-	в 0.820	0.100	c 8.0	56.750	D 77.030	D 77.030	97.310
	MASON FINISHER	2/22/2015	10/31/2015*	A 31.050	7.900	7.370	-	в 0.720	0.100	c 8.0	47.140	D 62.660	D 62.660	78.190
# E	BRICK TENDER	8/22/2015	06/30/2016*	29.570	6.860	6.500	F 3.900	0.650	0.470	c 8.0	47.950	62.740	62.740	77.520
#	BRICK TENDER:													
	FORKLIFT OPERATOR	8/22/2015	06/30/2016*	30.020	6.860	6.500	F 3.900	0.650	0.470	c 8.0	48.400	63.410	63.410	78.420
#	CARPET LAYER:													
	RESILIENT TILE LAYER	8/22/2015	06/30/2016*	26.770	6.000	5.850	0.700	0.450	0.150	8.0	39.920	G 53.310	н 53.310	66.690
#	DRYWALL FINISHER													
	DRYWALL FINISHER	8/22/2015	09/30/2015**	35.180	7.550	4.620	3.070	0.670	0.470	8.0	51.560	69.150	J 69.150	86.740
#	ELECTRICIAN:													
	INSIDE WIREMAN, TECHNICIAN	8/22/2015	06/05/2016**	41.000	6.910	к 4.350	-	0.870	0.240	8.0	54.600	L 75.720	L 75.720	96.830
	CABLE SPLICER	8/22/2015	06/05/2016**	41.750	6.910	к 4.350	-	0.870	0.240	8.0	55.370	L 76.870	L 76.870	98.380
	TUNNEL WIREMAN	8/22/2015	06/05/2016**	46.130	6.910	к 4.350	-	0.870	0.240	8.0	59.880	L 83.640	L 83.640	107.400
	TUNNEL CABLE SPLICER	8/22/2015	06/05/2016**	46.880	6.910	к 4.350	-	0.870	0.240	8.0	60.660	L 84.800	L 84.800	108.940
	INSIDE WIREMAN, TECH. FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2015	06/05/2016**	44.000	6.910	к 4.350	-	0.870	0.240	8.0	57.690	∟ 80.350	L 80.350	103.010
	CABLE SPLICER FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2015	06/05/2016**	44.750	6.910	к 4.350	-	0.870	0.240	8.0	58.460	∟ 81.510	L 81.510	104.560
	TUNNEL WIREMAN FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000 TUNNEL CABLE SPLICER FOR	8/22/2015	06/05/2016**	49.130	6.910	к 4.350	-	0.870	0.240	8.0	62.970	∟ 88.280	∟ 88.280	113.580
	ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2015	06/05/2016**	49.880	6.910	к 4.350	-	0.870	0.240	8.0	63.750	∟ 89.430	L 89.430	115.120
	SOUND AND SIGNAL TECHNICIAN	8/22/2015	06/05/2016**	29.550	6.630	к 3.620	-	0.810	0.110	8.0	41.610	G 56.820	м 56.820	72.040
N	STREETLIGHTING, TRAFFIC SIGNAL, UNDERGROUND SYSTEMS JOURNEYMAN TECHNICIAN GRADE 1	2/22/2015	10/04/2015**	28.750	5.670	к 1.500	-	0.250	0.170	8.0	37.200	52.010	52.010	66.820
N	TECH GRADE 2	2/22/2015	10/04/2015**	23.900	5.670	к 1.500	-	0.250	0.170	8.0	32.210	44.510	44.510	56.820
N	TECH GRADE 3	2/22/2015	10/04/2015**	21.750	5.670	к 1.500	-	0.250	0.170	8.0	29.990	41.200	41.200	52.400
N	TECH GRADE 4	2/22/2015	09/30/2016*	16.000	5.670	к -	-	0.250	0.170	8.0	22.570	30.810	30.810	39.050
N	TECH GRADE 5	2/22/2015	09/30/2016*	13.500	5.670	К -	-	0.250	0.170	8.0	19.990	26.950	26.950	33.900
#	FIELD SURVEYOR:													
0	CHIEF OF PARTY (018.167-010)	8/22/2015	09/30/2015**	43.910	11.200	8.550	F 4.150	0.900	0.150	8.0	68.860	P 90.810	P 90.810	112.770
0	INSTRUMENTMAN (018.167-034)	8/22/2015	09/30/2015**	41.410	11.200	8.550	F 4.150	0.900	0.150	8.0	66.360	Р 87.060	Р 87.060	107.770
0	CHAINMAN/RODMAN (869.567-010)	8/22/2015	09/30/2015**	40.830	11.200	8.550	F 4.150	0.900	0.150	8.0	65.780	P 86.190	Р 86.190	106.610
#	GLAZIER	8/22/2015	09/30/2015**	1 39.800	7.780	9.220	-	0.330	0.350	Q 8.0	57.480	R 77.380	R 77.380	97.280
#	MARBLE FINISHER	8/22/2015	05/31/2016**	s 28.450	9.160	2.710	-	0.810	0.330	т 8.0	41.460	U 55.690	v 55.690	w 69.910
#	PAINTER													
Х	INDUSTRIAL PAINTER	8/22/2015	06/30/2016*	A 32.020	8.050	3.040	1.050	0.790	0.820	8.0	45.770	Y 61.780	Y 61.780	Y 61.780
#	PAINTER:													
" X	PAINTER, LEAD ABATEMENT	8/22/2015	06/30/2016*	A 30.720	8.050	3.040	1.050	0.690	0.820	8.0	44.370	Y 59.730		Y 59.730
Х	REPAINT PAINTER, LEAD ABATEMENT	8/22/2015	06/30/2016*	A 27.290	8.050	3.040	1.050	0.690	0.820	8.0	40.940	z 54.580	z 54.580	z 54.580

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: IMPERIAL COUNTY

DETERMINATION: IMP-2015-2					EMPLOYE	R PAYMENTS	1		STRAIG	HT-TIME	OVE	RTIME HOURLY	Y RATE
CRAFT (JOURNEY LEVEL)	ISSUE DAT	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
X INDUSTRIAL REPAINT PAINTER	8/22/2015	06/30/2016*	A 28.450	8.050	3.040	1.050	0.790	0.820	8.0	42.200	z 56.430	z 56.430	z 56.430
# PLASTERER	8/22/2015	08/02/2016**	32.910	8.930	4.210	AA 5.530	0.630	0.990	AB 8.0	53.200	Y 69.650	AC 69.650	86.110
# AD PLASTER TENDER	8/22/2015	08/02/2016**	32.710	7.000	5.900	AA 5.050	1.020	1.020	8.0	52.700	AE 69.060	AF 69.060	85.410
PLASTER CLEAN-UP LABORER	8/22/2015	08/02/2016**	30.160	7.000	5.900	AA 5.050	1.020	1.020	8.0	50.150	AE 65.230	AF 65.230	80.310
# PLUMBER: PLUMBER, INDUSTRIAL AND GE PIPEFITTER	NERAL 8/22/2015	06/30/2016**	s 42.930	7.110	AG 11.050	ан 3.030	2.550	AI 1.000	8.0	67.670	AJ 89.850	AJ 89.850	110.520
SEWER AND STORM DRAIN PIPI SEWER AND STORM DRAIN PIPI		06/30/2016**	s 33.110	7.110	AG 8.200	ан 1.000	2.170	AI 1.000	8.0	52.590	68.850	ак 68.850	84.600
AL TRADESMAN SERVICE & REPAIR (PLUMBER/H	8/22/2015	06/30/2016**	s 17.060	7.110	0.380	-	1.600	AI 0.850	8.0	27.000	34.730	AK 34.730	42.460
FITTER)	8/22/2015	06/30/2016**	s 41.510	-	AG 10.740		1.880	AI 1.000	8.0	65.270	86.740		AN 106.700
LANDSCAPE/IRRIGATION FITTE	8/22/2015	06/30/2016**	s 27.620	7.110	AG 11.050	ан 2.490	1.940	AI 0.800	AK 8.0	51.010	66.070	66.070	79.880
AO LANDSCAPE/IRRIGATION TRADI	8/22/2015	06/30/2016*	s 13.390	2.000	AG 0.880	-	0.100	AI 0.750	AK 8.0	17.120	23.820	23.820	30.510
FIRE SPRINKLER FITTER	2/22/2014	03/31/2014*	& 10.000	8.420	10.510	-	0.450	-	8.0	29.380	AP 34.380	AP 34.380	AP 34.380
# ROOFER	8/22/2015	06/30/2016**	AQ 27.230	6.000	1.620	-	0.300	-	8.0	35.150	48.400	AR 48.400	w 61.650
PITCH WORK	8/22/2015	06/30/2016**	AQ 28.730	6.000	1.620	-	0.300	-	8.0	36.650	50.650		w 64.650
# SHEET METAL WORKER (HVAC)	8/22/2015	06/30/2016**	A 35.550	AS 7.920	AT 14.540	-	AU 0.730	AV 0.540	AK 8.0	59.280	AJ 77.050	AJ 77.050	94.830
AW SHEET METAL TECHNICIAN	8/22/2015	06/30/2016*	A 26.700		AT 1.250	-	AU 0.680		AK 8.0	34.490	AJ 47.840		61.190
AX UTILITY WORKER	8/22/2015	06/30/2016*	9.000		AY -	-	AU 0.450		AK 8.0	14.910	AJ 19.410		23.910
# TERRAZZO FINISHER	8/22/2014	08/31/2015*	1 27.530	7.510	3.270		0.490	0.120	AK 8.0	38.920	∪ 52.690	v 52.690	w 66.450
# TERRAZZO WORKER	8/22/2014	08/31/2015*	1 34.570	8.300	3.270	AZ -	0.570		AK 8.0	46.830	U 64.110		W 81.400
# TILE FINISHER	8/22/2015	05/31/2016**	s 23.780	8.430	1.800	-	0.750	0.280	⊤ 8.0	35.040	∪ 46.930	v 46.930	w 58.820
# TILE LAYER	8/22/2015	05/31/2016**	\$ 35.140	9.250	5.680	-	0.910	0.370	т 8.0	51.350	∪ 68.920	v 68.920	w 86.490
<u>FOOTNOTES</u>													

LOCALITY: IMPERIAL COUNTY DETERMINATION: IMP-2015-2

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN
 # ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF
 APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- B INCLUDES AN AMOUNT FOR INTERNATIONAL MASONRY INSTITUTE PROMOTION FUND
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE FMDLOVED
- D RATE APPLIES TO THE FIRST 2 DAILY AND THE FIRST 8 SATURDAY OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY RATE.
- THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- G RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY RATE.
- H RATE APPLIES TO FIRST 8 HOURS. DOUBLE TIME THEREAFTER.
- I INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK
- WEEK DUE TO INCLEMENT WEATHER.
- IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT
- K TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- L RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- APPLIES TO THE FIRST 8 HOURS; ALL OTHER TIME WILL BE PAID AT DOUBLE THE STRAIGHT-TIME RATE. IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY, THE SATURDAY FOLLOWING A RECOGNIZED HOLIDAY WHICH FALLS ON MONDAY. SHALL BE PAID AT 1 1/2 STRAIGHT-TIME HOURLY RATE.
- THE FIRST WORKER ON THE SITE MUST BE A JOURNEYMAN TECHNICIAN GRADE #1 OR #2 OR ANY HIGHER PAID JOURNEYMAN CLASSIFICATION, SUCH AS JOURNEYMAN INSIDE WIREMAN; THEREAFTER THE
 N CONTRACTOR MAY EMPLOY FIVE (5) JOURNEYMAN TECHNICIANS WITH A MAXIMUM OF TWO (2) LEVEL #5 TECHNICIANS PER CREW. THESE SIX (6) WORKERS SHALL CONSTITUTE A CREW ON THE JOB
- N CONTRACTOR MAY EMPLOY FIVE (5) JOURNEYMAN TECHNICIANS WITH A MAXIMUM OF TWO (2) LEVEL #5 TECHNICIANS PER CREW. THESE SIX (6) WORKERS SHALL CONSTITUTE A CREW ON THE JOB SITE.
- O DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- P RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- IN THE EVENT CONDITIONS OR CIRCUMSTANCES WHICH ARE BEYOND THE CONTROL OF THE EMPLOYER, PREVENTS EMPLOYEES FROM WORKING ON ANY ONE OF THE REGULAR MONDAY THROUGH FRIDAY WORK
- Q DAYS, THEN SATURDAY MAY BE SCHEDULED AS A MAKE-UP DAY AT THE EMPLOYEE'S REGULAR STRAIGHT TIME RATE.
- R RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- S INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- T SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO A WORK STOPPAGE SUCH AS RAIN OR ANY OTHER STOPPAGE THAT IS BEYOND THE CONTROL OF THE CONTRACTOR.
- U RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.
- W RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- X AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- Y DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 Z HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE
- AA INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.

PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

- AB SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AC RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS.
- AD FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AE ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AF APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AG INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AH FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AI INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AJ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

LOCALITY: IMPERIAL COUNTY DETERMINATION: IMP-2015-2

- AK SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AL PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AM SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- AN DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
 - TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE
- AO LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO TOURNEYMAN OR APPRENTICE
- AP RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- AO INCLUDES AMOUNT WITHHELD FOR WORKING ASSESSMENT.
- AR RATE APPLIES TO ALL HOURS WORKED ON SATURDAY AND SUNDAY, HOWEVER, IF THE EMPLOYEE DID NOT COMPLETE FORTY (40) HOURS MONDAY THROUGH FRIDAY UP TO EIGHT (8) HOURS CAN BE WORKED AT THE STRAIGHT-TIME HOURLY RATE ON SATURDAY.
- AS INCLUDES AN AMOUNT FOR THE SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST.
- AT HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AU INCLUDES AN AMOUNT FOR INTERNATIONAL TRAINING INSTITUTE.
- AV INCLUDES AMOUNTS FOR NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI) FUND, SHEET METAL WORKERS' INTERNATIONAL SCHOLARSHIP FUND (SMWSF) AND INDUSTRY FUND.
- ONE TECHNICIAN MAY BE EMPLOYED ON EACH JOB SITE. IN ADDITION, ONE (1) TECHNICIAN MAY BE EMPLOYED FOR EACH THREE (3) BUILDING TRADES JOURNEYMAN, OR PORTION THEREOF, EMPLOYED ON THE SITE.
- AX THE EMPLOYER MAY EMPLOY ONE UTILITY WORKER, PLUS ONE FOR EACH FIVE (5) BUILDING JOURNEYMAN OR PORTION THEREOF.
- AY PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AZ INCLUDED IN STRAIGHT-TIME HOURLY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING
AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF
THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE
GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. HOLIDAY PROVISIONS FOR CURRENT
OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET @ HTTP://www.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

IMP-2015-2-Determination

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: IMPERIAL COUNTY DETERMINATION: IMP-2015-2

THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-A 4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

- B \$1.00 TO THE BASIC HOURLY RATE, \$0.51 TO PENSION AND \$0.40 TO HEALTH & WELFARE
 - THE FIRST WORKER ON THE SITE MUST BE A JOURNEYMAN TECHNICIAN GRADE #1 OR #2 OR ANY HIGHER PAID JOURNEYMAN CLASSIFICATION, SUCH AS JOURNEYMAN INSIDE WIREMAN;
- C THEREAFTER THE CONTRACTOR MAY EMPLOY FIVE (5) JOURNEYMAN TECHNICIANS WITH A MAXIMUM OF TWO (2) LEVEL #5 TECHNICIANS PER CREW. THESE SIX (6) WORKERS SHALL CONSTITUTE A CREW ON THE JOB SITE.
- D \$0.75 TO THE BASIC HOURLY RATE AND \$0.03 TO NEBF.
- E \$0.75 TO BASIC HOURLY RATE AND \$0.02 TO NEBF.
- F \$0.75 TO BASIC HOURLY RATE AND \$0.03 TO NEBF.
- G DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- H \$0.90 TO THE BASIC HOURLY RATE AND \$1.10 TO PENSION.
- I \$1.00 TO BASIC HOURLY RATE, \$0.08 TO PENSION, AND \$0.25 TO TRAINING.
- J \$0.75 TO BASIC HOURLY RATE. \$0.15 TO HEALTH & WELFARE, AND \$0.06 TO PENSION.
- THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK. ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK. THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- L PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- \$1.01 TO PENSION AND \$1.66 TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED M INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- \$1.03 TO PENSION AND \$0.97 TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED N INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- \$0.65 TO PENSION AND \$1.35 TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED O INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

IMP-2015-2-INC

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: IMPERIAL COUNTY
DETERMINATION: IMP-2015-2

	MINATION: IMP-2015-2			INCR	EASE 1	INCR	EASE 2	INCR	EASE 3	INCR	EASE 4	INCR	EASE 5	INCRE	EASE 6	INCR	EASE 7	INCR	EASE 8
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF INEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE										
	BRICKLAYER:	2/22/2015	10/31/2015**	11/1/2015	\$3.00 A	11/1/2016	\$3.00 A												
	DRYWALL FINISHER																		
	DRYWALL FINISHER	8/22/2015	09/30/2015**	10/1/2015	\$1.91 B														
	ELECTRICIAN:																		
	INSIDE WIREMAN, TECHNICIAN	8/22/2015		6/6/2016	\$1.25 A	6/5/2017	\$1.50 A	6/4/2018	\$1.75 A	6/3/2019	\$1.75 A								
	CABLE SPLICER	8/22/2015		6/6/2016	\$1.25 A		\$1.50 A		\$1.75 A		\$1.75 A								
	TUNNEL WIREMAN	8/22/2015		6/6/2016	\$1.25 A		\$1.50 A		\$1.75 A		\$1.75 A								
	TUNNEL CABLE SPLICER	8/22/2015	06/05/2016**	6/6/2016	\$1.25 A	6/5/2017	\$1.50 A	6/4/2018	\$1.75 A	6/3/2019	\$1.75 A								
	INSIDE WIREMAN, TECH. FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000 CABLE SPLICER FOR	8/22/2015	06/05/2016**	6/6/2016	\$1.25 A	6/5/2017	\$1.50 A	6/4/2018	\$1.75 A	6/3/2019	\$1.75 A								
	ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2015	06/05/2016**	6/6/2016	\$1.25 A	6/5/2017	\$1.50 A	6/4/2018	\$1.75 A	6/3/2019	\$1.75 A								
	TUNNEL WIREMAN FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2015	06/05/2016**	6/6/2016	\$1.25 A	6/5/2017	\$1.50 A	6/4/2018	\$1.75 A	6/3/2019	\$1.75 A								
	TUNNEL CABLE SPLICER FOR ELECTRICAL PROJECTS OF MORE THAN \$500,000	8/22/2015	06/05/2016**	6/6/2016	\$1.25 A	6/5/2017	\$1.50 A	6/4/2018	\$1.75 A	6/3/2019	\$1.75 A								
	SOUND AND SIGNAL TECHNICIAN	8/22/2015	06/05/2016**	6/6/2016	\$0.95 A	6/5/2017	\$1.00 A	6/4/2018	\$1.00 A										
С	STREETLIGHTING, TRAFFIC SIGNAL, UNDERGROUND SYSTEMS JOURNEYMAN TECHNICIAN GRADE 1	2/22/2015	10/04/2015**	10/5/2015	\$0.78 D														
С	TECH GRADE 2	2/22/2015	10/04/2015**	10/5/2015	\$0.77 E														
С	TECH GRADE 3	2/22/2015	10/04/2015**	10/5/2015	\$0.78 F														
	FIELD SURVEYOR:																		
G	CHIEF OF PARTY (018.167-010)	8/22/2015	09/30/2015**	10/1/2015	\$2.00 H														
G	INSTRUMENTMAN (018.167-034) CHAINMAN/RODMAN (869.567-	8/22/2015	09/30/2015**	10/1/2015	\$2.00 H														
G	010)	8/22/2015	09/30/2015**	10/1/2015	\$2.00 H														
	GLAZIER	8/22/2015		10/1/2015		10/1/2016	\$0.96 J												
	MARBLE FINISHER	8/22/2015		6/1/2016	\$1.00 A														
	PLASTERER	8/22/2015	08/02/2016**	8/3/2016	\$1.75 A	8/2/2017	\$1.75 A												
K	PLASTER TENDER	8/22/2015	08/02/2016**	8/3/2016	\$1.75 A	8/2/2017	\$1.75 A												
	PLASTER CLEAN-UP LABORER	8/22/2015	08/02/2016**	8/3/2016	\$1.75 A	8/2/2017	\$1.75 A												
	PLUMBER:																		
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2015	06/30/2016**	7/1/2016	\$2.02 A	7/1/2017	\$2.43 A												
	SEWER AND STORM DRAIN PIPELAYER	8/22/2015	06/30/2016**	7/1/2016	\$1.56 A	7/1/2017	\$1.87 A												

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-63-2-2015-1D

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Employer Payments Pension Vacation/ Training Oth				Straig	ht – Time	O	vertime Hourly	y Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$40.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$65.67	\$86.035	\$86.035	\$106.40
Group 2	\$42.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.45	\$88.705	\$88.705	\$109.96
Group 3	\$44.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.45	\$91.705	\$91.705	\$113.96

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppW

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

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

CLASSIFICATIONS:

GROUP I

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

GROUP II AWS-CWI Welding Inspector

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

Group III

Nondestructive Testing (NDT)

^a Includes an amount withheld for supplemental dues.

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-63-2-2015-1D1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			E	Employer Payme	ents		Straigl	<u>ht – Time</u>	O	vertime Hourly	<u>Rate</u>
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Hourly Rate	(b)	(c)	Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$41.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.17	\$86.785	\$86.785	\$107.40
Group 2	\$43.01	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.95	\$89.455	\$89.455	\$110.96
Group 3	\$45.01	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.95	\$92.455	\$92.455	\$114.96

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

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

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

AWS-CWI Welding Inspector

${\bf CLASSIFICATIONS:}$

GROUP I

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

GROUP II

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

<u>Group III</u>

Nondestructive Testing (NDT)

^a Includes an amount withheld for supplemental dues.

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-63-2-2015-1D2

Issue Date: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			E	Employer Payme	ents		Straigh	t – Time	O	vertime Hourly	<u>Rate</u>
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours (d)	Total	Daily	Saturday	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Hourly Rate	(b)	(c)	Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$41.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.67	\$87.535	\$87.535	\$108.40
Group 2	\$43.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.45	\$90.205	\$90.205	\$111.96
Group 3	\$45.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.45	\$93.205	\$93.205	\$115.96

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

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

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

${\bf CLASSIFICATIONS:}$

GROUP I

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

GROUP II AWS-CWI Welding Inspector

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

Group III

Nondestructive Testing (NDT)

^a Includes an amount withheld for supplemental dues.

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

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

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

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASE FOR

IRON WORKER (C-20-X-1-2015-2) IRON WORKER (ORNAMENTAL, REINFORCING, STRUCTURAL) FENCE ERECTOR

IN ALL STATEWIDE LOCALITIES

This predetermined increase for the above named craft applies only to the above referenced determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

IRON WORKER (ALL CLASSIFICATIONS)

Determination C-20-X-1-2015-2 is in effect and expires on December 31, 2015**.

Effective January 1, 2016, there will be an increase of \$.85 to be allocated to wages and/or fringe benefits.

Effective July 1, 2016, there will be an increase of \$.75 to be allocated to wages and/or fringe benefits.

Effective January 1, 2017, there will be an increase of 1.90 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to this determination.

I 10/02/0015 FCC (0/1/0015 (1 1 1 1 1

Issued 8/22/2015, Effective 9/1/2015 until superseded.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #IRON WORKER

DETERMINATION: C-20-X-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: December 31, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California

			Emp	loyer Paym	ents		Straigh	<u>t-Time</u>	Overt	ime Hourly	Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	U	Other Payment		Total Hourly Rate	^b Daily 1 1/2X	^b Saturday	Sunday/ Holiday
Iron Worker (Ornamental, Reinforcing, Structural)	\$33.50	9.42	12.97	^a 3.92	0.72	2.425	8	62.995	79.705	79.705	96.455
Fence Erector	\$27.08	7.25	8.64	^a 2.62	0.51	1.515	8	47.615	61.155	61.155	74.695

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

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

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

^a Includes supplemental dues.

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

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director — Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco. CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS (SC-23-102-2-2015-2)

ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

These predetermined increases for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1**, **2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER

Determination SC-23-102-2-2015-2 is currently in effect and expires on July 3, 2016**.

Effective July 4, 2016, there will be an increase of \$1.60 allocated as follows: \$0.25 to Pension and \$1.35 to be allocated to wages and/or employer payments

Effective July 3, 2017, there will be an increase of \$1.65 allocated as follows: \$0.25 to Pension and \$1.40 to be allocated to wages and/or employer payments. (See Important Notice issued September 23, 2015)

There will be no further increases applicable to this determination.

Issued 8/22/2015, Effective 9/1/2015.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 23, 2015

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Emp	oloyer Paymo	ents		Straight	-Time	Overt	ime Hourly F	Rates
Classification ^a (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b	Saturday ^{bc}	Sunday and Holiday
CLASSIFICATIO				2202144				10	1 1/ 2 11	1 1/211	11011411
Group 1	\$31.39	6.86	6.50	4.47	0.64	0.62	8	50.48	66.175	66.175	81.87
Group 2	31.94	6.86	6.50	4.47	0.64	0.62	8	51.03	67.00	67.00	82.97
Group 3	32.49	6.86	6.50	4.47	0.64	0.62	8	51.58	67.825	67.825	84.07
Group 4	34.04	6.86	6.50	4.47	0.64	0.62	8	53.13	70.15	70.15	87.17
Group 5	34.39	6.86	6.50	4.47	0.64	0.62	8	53.48	70.675	70.675	87.87

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

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

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

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

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

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

^d Includes an amount per hour worked for supplemental dues

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)

Certified Confined Space Laborer

Cleaning and Handling of Panel Forms

Concrete Screeding for Rough Strike-Off

Concrete, Water Curing

Demolition Laborer, the cleaning of brick if performed by an employee

performing any other phase of demolition work, and the cleaning of lumber

Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of- way only

Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers

Flagman

Gas, Oil and/or Water Pipeline Laborer

Laborer, Asphalt-Rubber Material Loader

Laborer, General or Construction

Laborer, General Cleanup

Laborer, Jetting

Laborer, Temporary Water and Air Lines

Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching

Post Hole Digger (Manual)

Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad

Construction Track Laborers

Rigging and Signaling

Scaler

Slip Form Raisers

Tarman and Mortar Man

Tool Crib or Tool House Laborer

Traffic Control by any method

Water Well Driller Helper

Window Cleaner

Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler

Cement Dumper (on 1 yard or larger mixer and handling bulk cement)

Cesspool Digger and Installer

Chucktender

Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks

Concrete Curer-Impervious Membrane and Form Oiler

Cutting Torch Operator (Demolition)

Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction

Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man

Guinea Chaser

Headerboard Man-Asphalt

Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt

Laborer, Packing Rod Steel and Pans

Membrane Vapor Barrier Installer

Power Broom Sweepers (small)

Riprap, Stonepaver, placing stone or wet sacked concrete

Roto Scraper and Tiller

Sandblaster (Pot Tender)

Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner

Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders

Underground Laborer, including Caisson Bellower

GROUP 3

Asphalt Installation of all fabrics

Buggymobile Man

Compactor (all types including Tampers, Barko, Wacker)

Concrete Cutting Torch

Concrete Pile Cutter

Driller, Jackhammer, 2 1/2 ft. drill steel or longer

Dri Pak-it Machine

Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out

High Scaler (including drilling of same)

Impact Wrench, Multi-Plate

Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials

Laborer, Fence Erector

Material Hoseman (Walls, Slabs, Floors and Decks)

Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work

Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services

Power Post Hole Digger

Rock Slinger

Rotary Scarifier or Multiple Head Concrete Chipping Scarifier

Steel Headerboard Man and Guideline Setter

Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage

Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)

Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander

Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging

Hammer

Head Rock Slinger

Laborer, Asphalt-Rubber Distributor Bootman

Laser Beam in connection with Laborer's work

Oversize Concrete Vibrator Operator, 70 pounds and over

Pipelayer

Prefabricated Manhole Installer

Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast

Traffic Lane Closure, certified

GROUP 5

Blasters Powderman

Driller

Toxic Waste Removal

Welding, certified or otherwise in connection with Laborers' work

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

CRAFT: #LANDSCAPE/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2015-2

ISSUE DATE: August 22, 2015

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

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

			Emp	loyer Payment	ts		Straigh	t-Time	Ove	ertime Hourly F	Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b	Sunday/ Holiday 2X
Landscape/Irrigation Laborer Landscape Hydro Seeder	\$28.38 \$29.48	\$6.81 \$6.81	\$6.25 \$6.25	\$4.47 ^a \$4.47 ^a	\$0.64 \$0.64	\$0.49 \$0.49	8	\$47.04 \$48.14	\$61.230 \$62.880	\$61.230 \$62.880	\$75.42 \$77.62

DETERMINATION: SC-102-X-14-2015-2A

ISSUE DATE: August 22, 2015

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

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

Landscape/Irrigation Tender^c \$12.50 \$3.90 -- \$0.51^a -- \$0.21 8 \$17.12 \$23.37 \$23.37 \$29.62

#Indicates an apprenticeable craft, the applicable apprentice determination for this journeyman determination is Landscape Irrigation Fitter. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' Website at http://www.dir.ca.gov/das/das.html.

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

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

a Includes an amount per hour worked for Supplemental Dues.

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

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASES FOR

LANDSCAPE OPERATING ENGINEER (SC-63-12-33-2015-1)

IN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

These predetermined increases for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination, which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LANDSCAPE OPERATING ENGINEER: All Classifications

Determination SC-63-12-33-2015-1 is currently in effect and will expire on October 31, 2015**.

Effective on November 1, 2015, the increase of \$2.00 is allocated as follows: \$0.90 to the Basic Hourly Rate and \$1.10 to Pension.

There will be no further increases applicable to this determination.

Issued 2/22/2015, Effective 3/4/2015 until superseded.

Last Updated: September 15, 2015

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

CRAFT: # LANDSCAPE OPERATING ENGINEER

DETERMINATION: SC-63-12-33-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: October 31, 2015**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments				Straigh	t-Time	Overtin	Overtime Hourly Rate		
CLASSIFICATION	Basic	Health		Vacation				Total	Daily/	$Sunday^c$	Holiday ^c
(JOURNEYPERSON)	Hourly	and	and					Hourly	Saturdayb		
	Rate	Welfare	Pension	Holidav ^a	Training	Other	Hours	Rate	11/2X	2X	3X

Landscape Operating Engineer

Backhoe Operators

Forklifts-Tree Planting Equipment (jobsite)

HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment

Roller Operators

Rubber-tired & Track Earthmoving Equipment

Skiploader Operators

Trencher-31 horsepower and up \$32.16 \$11.20 \$8.55 \$2.95 \$0.80 \$0.15 8.0 \$55.81 \$71.89 87.97 120.13

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

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

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

^a Includes an amount per hour worked for supplemental dues.

^b Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

^c All work performed on a Dewatering Operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



February 22, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE DETERMINATIONS ISSUED ON FEBRUARY 22, 2007 FOR METAL ROOFING SYSTEMS INSTALLER (PAGES 2J - 2J-15)

Dear Public Official/Other Interested Party:

The Division of Labor Statistics and Research (DLSR) found through the Metal Roofing Systems (Commercial Construction) Statewide Wage and Benefits Survey that there is insufficient or no data to establish a mode for metal roofing in Alpine, Colusa, Del Norte, Glenn, Imperial, Inyo, Kern, Kings, Lake, Mariposa, Merced, Modoc, Mono, Nevada, Plumas, San Benito, San Luis Obispo, Santa Cruz, Sierra, Sutter, Tehama, Trinity, and Tuolumne counties. The Director of Industrial Relations determined that the minimum acceptable rate for metal roofing in these counties would be one of the four rates which DLSR publishes as prevailing through broad areas of California (i.e. the Carpenter, Iron Worker, Roofer and Sheet Metal Worker rates published in the General Prevailing Wage Determinations).

These will remain the minimum rates unless and until the rate is successfully challenged, in the context of a specific job with payroll evidence that another rate prevails, under Labor Code Section 1773.4 (for a specific project) or should another party submit payroll data showing that there is a single rate prevailing in a broad labor market which includes these counties or for one of these counties, via petition meeting the requirements of under Title 8, California Code of Regulations section 16302. We will require, as the survey did, actual payroll data linked to a project on which a metal roof was installed by the worker paid that rate. Please note that in the successfully challenged county(ies), a wage and benefits survey will be conducted to determine the prevailing wage rate for this type of work.

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

CRAFT: #MODULAR FURNITURE INSTALLER (CARPENTER)

INTERIM DETERMINATION: SC-23-31-16-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments				Strai	ght-Time	Overtime Hourly Rate		
Classification	Basic	Health	Pension	Vacation/	Training		Hours	Total	Daily	6 th Workday	7th Workday/
(Journeyperson)	Hourly Rate	and Welfare		Holiday ^a		Payments		Hourly Rate	1 1/2X b	1 1/2X b	Holiday 2X
MODULAR INSTALLER											
Installer	\$17.00	\$4.70	\$1.86	\$1.85	-	-	8	\$25.41	\$33.91	\$33.91	\$42.41
Lead Installer	\$19.00	\$4.70	\$1.86	\$1.85	-	-	8	\$27.41	\$36.91	\$36.91	\$46.41

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PwAppWage

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

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

a) Includes an amount for Supplemental Dues.

b) Rate applies to the first 4 daily overtime hours and the first 12 hours on a sixth (6th) consecutive day. All other daily overtime is paid at the 7th Workday/Holiday rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2015-1

ISSUE DATE: August 22, 2015

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

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

			Employer Payments					ht – Time		Overtime Hourly Rate			
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours	Total Hourly	Daily	Saturday (d)	Sunday/		
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Rate	(c)		Holiday		
									1 1/2X	1 1/2X	2X		
Classification Groups (b)												
Group 1	\$39.95	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$64.89	\$84.865	\$84.865	\$104.84		
Group 2	\$40.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$65.67	\$86.035	\$86.035	\$106.40		
Group 3	\$41.02	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$65.96	\$86.470	\$86.470	\$106.98		
Group 4	\$42.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.45	\$88.705	\$88.705	\$109.96		
Group 6	\$42.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.67	\$89.035	\$89.035	\$110.40		
Group 8	\$42.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.78	\$89.200	\$89.200	\$110.62		
Group 10	\$42.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.90	\$89.380	\$89.380	\$110.86		
Group 12	\$43.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.07	\$89.635	\$89.635	\$111.20		
Group 13	\$43.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.17	\$89.785	\$89.785	\$111.40		
Group 14	\$43.26	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.20	\$89.830	\$89.830	\$111.46		
Group 15	\$43.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.28	\$89.950	\$89.950	\$111.62		
Group 16	\$43.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.40	\$90.130	\$90.130	\$111.86		
Group 17	\$43.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.57	\$90.385	\$90.385	\$112.20		
Group 18	\$43.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.67	\$90.535	\$90.535	\$112.40		
Group 19	\$43.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.78	\$90.700	\$90.700	\$112.62		
Group 20	\$43.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.90	\$90.880	\$90.880	\$112.86		
Group 21	\$44.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.07	\$91.135	\$91.135	\$113.20		
Group 22	\$44.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.17	\$91.285	\$91.285	\$113.40		
Group 23	\$44.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.28	\$91.450	\$91.450	\$113.62		
Group 24	\$44.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.40	\$91.630	\$91.630	\$113.86		
Group 25	\$44.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.57	\$91.885	\$91.885	\$114.20		

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

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

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

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^a Includes an amount withheld for supplemental dues.

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

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

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

DETERMINATION: SC-23-63-2-2015-1

CLASSIFICATIONS:

GROUP 1

Bargeman Brakeman

Compressor Operator

Ditchwitch, with seat or similar type equipment

Elevator Operator - Inside

Engineer Oiler

Forklift Operator (includes loed, lull or similar types - under 5 tons)

Generator Operator

Generator, Pump or Compressor Plant Operator

Heavy Duty Repairman Helper

Pump Operator Signalman Switchman

GROUP 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)

Concrete Mixer Operator - Skip Type

Conveyor Operator

Forklift Operator (includes loed, lull or similar types - over 5 tons)

Hydrostatic Pump Operator

Oiler Crusher (Asphalt or Concrete Plant) Petromat Laydown Machine RJU Side Dump Jack Rotary Drill Helper (Oilfield)

Screening and Conveyor Machine Operator (or similar types) Skiploader (Wheel type up to 3/4 yd. without attachment)

Tar Pot Fireman

Temporary Heating Plant Operator Trenching Machine Oiler

GROUP 3

Asphalt Rubber Blend Operator

Bobcat or similar type (Skid Steer, with all attachments)

Equipment Greaser (rack) Ford Ferguson (with dragtype attachments)

Helicopter Radioman (ground) Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman

Backhoe Operator (mini-max or similar type) Boring Machine Operator

Boring System Electronic Tracking Locator Boxman or Mixerman (asphalt or concrete) Chip Spreading Machine Operator

Concrete Cleaning Decontamination Machine Operator

Concrete Pump Operator (small portable)

Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types - Hughes 100 Gradall Operator or 200, or similar types - drilling depth of 30 maximum) Grouting Machin

Equipment Greaser (grease truck)

Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs)

Guard Rail Post Driver Operator Highline Cableway Signalman Hydra-Hammer-Aero Stomper

Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum

Micro Tunneling Operator (above ground tunnel) Power Concrete Curing Machine Operator

Power Concrete Saw Operator

Power - Driver Jumbo Form Setter Operator

Power Sweeper Operator Rock Wheel Saw/Trencher Roller Operator (compacting) Screed Operator (asphalt or concrete) Trenching Machine Operator (up to 6ft.)

Vacuum or Muck Truck

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

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP 6

Articulating Material Hauler Asphalt Plant Engineer Batch Plant Operator

Concrete Joint Machine Operator (canal and similar type)

Concrete Placer Operator Concrete Planer Operator Dandy Digger

Deck Engine Operator Deck Engineer

Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)

Drilling Machine Operator (including water wells)

Hydraulic Casing Oscillator Operator - drilling depth of 45' maximum

Hydrographic Seeder Machine Operator (straw, pulp or seed) Jackson Track Maintainer, or similar type

Kalamazoo Switch Tamper, or similar type

Machine Tool Operator

Maginnis Internal Full Slab Vibrator

Mechanical Berm, Curb or Gutter (concrete or asphalt)

Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)

Micro Tunnel System Operator (below ground)

Pavement Breaker Operator Railcar Mover

Road Oil Mixing Machine Operator Roller Operator (asphalt or finish)

Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)

Self-Propelled Tar Pipelining Machine Operator

Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds. Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flyweel and similar types, up to and including D-5 and similar types)

Tugger Hoist Operator (1 drum)

Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator

Volume Mixer Operator Welder – General

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

Welder – General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)

Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)

Asphalt-Rubber Distributor Operator

Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar

Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.) Barrier Rail Mover (BTM Series 200 or similar types)

Cast in Place Pipe Laying Machine Operator

Cold Foamed Asphalt Recycler

Combination Mixer and Compressor Operator (gunite work)

Compactor Operator - Self Propelled Concrete Mixer Operator - Paving Crushing Plant Operator

Drill Doctor

Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types -

Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum)

Elevating Grader Operator

Excavator Track/Rubber-Tired (Operating Weight 21,000 lbs - 100,000 lbs)

Global Positioning System/GPS (or Technician) Grade Checker

Grouting Machine Operator

Heavy Duty Repairman/Pump Installer Heavy Equipment Robotics Operator

Hydraulic Casing Oscillator Operator - drilling depth of 60' maximum Hydraulic Operated Grout Plant (excludes hand loading)

Kalamazoo Ballast Regulator or similar type Klemm Drill Operator or similar types

Kolman Belt Loader and similar type Le Tourneau Blob Compactor or similar type

Loader Operator (Athey, Euclid, Sierra and similar types) Master Environmental Maintenance Mechanic

Mobark Chipper or similiar types Ozzie Padder or similar types

P.C. 490 Slot Saw

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Prentice 721E Hydro-Ax Pumpcrete Gun Operato

Rock Drill or Similiar Types (see Miscellaneous Provision #4 for additional information

regarding this classification)

Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including

50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25

Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator

Shuttle Buggy Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)

Soil Remediation Plant Operator (CMI, Envirotech or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed Speed Swing Operator

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

DETERMINATION: SC-23-63-2-2015-1

GROUP 8 CONT.

Tractor Operator (any type larger than D-5 - 100 flyweel H.P. and over, or similar - bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating - Oiler or Iournevman Trainee required)

Ultra High Pressure Wateriet Cutting Tool System Mechanic

Water Pull (compaction)

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

Heavy Duty Repairman (Multi-Shift)

GROUP 10

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

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum) Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator - drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber - Tired Earth Moving Equipment Operator (single engine, over 50 vds. struck)

Rubber - Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over

25 vds, and up to 50 vds, struck)

Tractor Loader Operator (crawler and wheel-type over 6 1/2 yds.)
Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

GROUP 11 (for multi-shift rate, see page 9B) Heavy Duty Repairman – Welder Combination (Welder – Certified (Multi-Shift) (Multi-Shift)

GROUP 12

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)
Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - watson, auger 6000 or similar types - hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

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

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum Mass Excavator Operator - less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pine Mobile Machine Operato

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type,

over 50 cu. yds. struck) Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading - (two (2) or more units)

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

GROUP 14

Canal Liner Operator

Canal Trimmer Operato

Remote Controlled Earth Moving Operator (\$1,00 per hour additional to base rate)

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

GROUP 15

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu, yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System

(multiple engine - up to and including 25 vds. struck)

MISCELLANEOUS PROVISIONS

GROUP 16

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

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

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck) Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. vds. struck)

and up to and including 30 ct., yet. stucky, Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

GROUP 20
Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 vds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP 24
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50

GROUP 25

Concrete Pump Operator-Truck Mounted Pedestal Concrete Pump Operator

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Special Shift)

DETERMINATION: SC-23-63-2-2015-1

ISSUE DATE: August 22, 2015

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

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

			F	Employer Payme	ents		Straig	ht – Time		vertime Hourly	Rate
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours	Total Hourly	Daily	Saturday (d)	Sunday/
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Rate	(c)		Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)										
Group 1	\$40.45	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$65.39	\$85.615	\$85.615	\$105.84
Group 2	\$41.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.17	\$86.785	\$86.785	\$107.40
Group 3	\$41.52	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.46	\$87.220	\$87.220	\$107.98
Group 4	\$43.01	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$67.95	\$89.455	\$89.455	\$110.96
Group 6	\$43.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.17	\$89.785	\$89.785	\$111.40
Group 8	\$43.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.28	\$89.950	\$89.950	\$111.62
Group 10	\$43.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.40	\$90.130	\$90.130	\$111.86
Group 12	\$43.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.57	\$90.385	\$90.385	\$112.20
Group 13	\$43.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.67	\$90.535	\$90.535	\$112.40
Group 14	\$43.76	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.70	\$90.580	\$90.580	\$112.46
Group 15	\$43.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.78	\$90.700	\$90.700	\$112.62
Group 16	\$43.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.90	\$90.880	\$90.880	\$112.86
Group 17	\$44.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.07	\$91.135	\$91.135	\$113.20
Group 18	\$44.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.17	\$91.285	\$91.285	\$113.40
Group 19	\$44.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.28	\$91.450	\$91.450	\$113.62
Group 20	\$44.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.40	\$91.630	\$91.630	\$113.86
Group 21	\$44.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.57	\$91.885	\$91.885	\$114.20
Group 22	\$44.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.67	\$92.035	\$92.035	\$114.40
Group 23	\$44.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.78	\$92.200	\$92.200	\$114.62
Group 24	\$44.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.90	\$92.380	\$92.380	\$114.86
Group 25	\$45.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.07	\$92.635	\$92.635	\$115.20

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppW

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

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

^a Includes an amount withheld for supplemental dues.

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Multi-Shift)

DETERMINATION: SC-23-63-2-2015-1

ISSUE DATE: August 22, 2015

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

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

			Employer Payments				Straigh	nt – Time		Overtime Hourly Rate		
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours (e)	Total Hourly	Daily	Saturday (d)	Sunday/	
(Journeyperson)	Rate	Welfare		Holiday (a)		Payments		Rate	(c)		Holiday	
									1 1/2X	1 1/2X	2X	
Classification Groups (b)											
Group 1	\$40.95	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$65.89	\$86.365	\$86.365	\$106.84	
Group 2	\$41.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.67	\$87.535	\$87.535	\$108.40	
Group 3	\$42.02	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$66.96	\$87.970	\$87.970	\$108.98	
Group 4	\$43.51	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.45	\$90.205	\$90.205	\$111.96	
Group 5	\$43.61	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.55	\$90.355	\$90.355	\$112.16	
Group 6	\$43.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.67	\$90.535	\$90.535	\$112.40	
Group 7	\$43.83	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.77	\$90.685	\$90.685	\$112.60	
Group 8	\$43.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.78	\$90.700	\$90.700	\$112.62	
Group 9	\$43.94	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.88	\$90.850	\$90.850	\$112.82	
Group 10	\$43.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$68.90	\$90.880	\$90.880	\$112.86	
Group 11	\$44.06	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.00	\$91.030	\$91.030	\$113.06	
Group 12	\$44.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.07	\$91.135	\$91.135	\$113.20	
Group 13	\$44.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.17	\$91.285	\$91.285	\$113.40	
Group 14	\$44.26	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.20	\$91.330	\$91.330	\$113.46	
Group 15	\$44.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.28	\$91.450	\$91.450	\$113.62	
Group 16	\$44.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.40	\$91.630	\$91.630	\$113.86	
Group 17	\$44.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.57	\$91.885	\$91.885	\$114.20	
Group 18	\$44.73	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.67	\$92.035	\$92.035	\$114.40	
Group 19	\$44.84	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.78	\$92.200	\$92.200	\$114.62	
Group 20	\$44.96	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$69.90	\$92.380	\$92.380	\$114.86	
Group 21	\$45.13	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.07	\$92.635	\$92.635	\$115.20	
Group 22	\$45.23	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.17	\$92.785	\$92.785	\$115.40	
Group 23	\$45.34	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.28	\$92.950	\$92.950	\$115.62	
Group 24	\$45.46	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.40	\$93.130	\$93.130	\$115.86	
Group 25	\$45.63	\$11.20	\$9.65	\$3.00	\$0.80	\$0.29	8	\$70.57	\$93.385	\$93.385	\$116.20	

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppW

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

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

^a Includes an amount withheld for supplemental dues.

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

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

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

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

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



PREDETERMINED INCREASE FOR

PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)

(SC-23-102-6-2015-1)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO. SANTA BARBARA. AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

<u>PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)</u>

Determination SC-23-102-6-2015-1 is currently in effect and expires on July 3, 2016**.

Effective July 4, 2016, there will be an increase of \$1.60 to be allocated to wages and/or fringes. **Effective July 3, 2017,** there will be an increase of \$1.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-102-6-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Emp	loyer Paymo	ents		Straigh	t-Time	Overtime	e Hourly Ra	<u>tes</u>
Classification	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	6th & 7th	Holiday
(Journeyperson)	Hourly	and		Holiday				Hourly		Day	
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X
CLASSIFICATIO	N GROUP	S									
Group 1	\$33.76	\$6.86	\$3.85	\$4.71 ^a	\$1.16	\$0.51	8	b\$50.85	\$67.730	c \$67.730	\$84.61
Group 2	35.06	6.86	3.85	4.71^{a}	1.16	0.51	8	^b 52.15	69.680	° 69.680	87.21
Group 3	37.07	6.86	3.85	4.71^{a}	1.16	0.51	8	^b 54.16	72.695	° 72.695	91.23
Group 4	38.81	6.86	3.85	4.71 ^a	1.16	0.51	8	^ь 55.90	75.305	^c 75.305	94.71

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

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

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

CLASSIFICATION GROUPS:

Group 1

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds)

Installation of carstops

Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience

Asphalt Repair

Equipment Repair Technician

Group 2

Traffic Surface Abrasive Blaster
Pot Tender
Traffic Control Person/Certified Traffic
Control Person
Repairing and filling of cracks and surface

cleaning and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal

Slurry Seal Squeegeeman (finisher)

Group 3

Traffic Delineating Device Applicator Traffic Protective System Installer Pavement Marking Applicator Slurry Seal Applicator Operator (Line Driver)

Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment

Group 4

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

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-261-2-2015-1

ISSUE DATE: August 22, 2015

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

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

		_	Employer Payments			<u>Straigh</u>	<u>ıt-Time</u>		ime Hourly R	ates	
Classification ^c	Basic	Health	Pension	Vacation/	Training ^e	Other	Hours	Total	Daily ^d	Saturday ^d	Sunday/
(Journeyperson)	Hourly a	nd		Holiday		Payments		Hourly			Holiday
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X
Group I	28.24	16.02	5.00	2.70 ^a	1.52	.45	8	59.93	68.05	68.05	82.17
Group II	28.39	16.02	5.00	2.70^{a}	1.52	.45	8	54.08	68.275	68.275	82.47
Group III	28.52	16.02	5.00	2.70^{a}	1.52	.45	8	54.21	68.47	68.47	82.73
Group IV	28.71	16.02	5.00	2.70^{a}	1.52	.45	8	54.40	68.755	68.755	83.11
Group V	28.74	16.02	5.00	2.70^{a}	1.52	.45	8	54.43	68.80	68.80	83.17
Group VI	28.77	16.02	5.00	2.70^{a}	1.52	.45	8	54.46	68.845	68.845	83.23
Group VII	29.02	16.02	5.00	2.70^{a}	1.52	.45	8	54.71	69.22	69.22	83.73
Group VIII	29.27	16.02	5.00	2.70^{a}	1.52	.45	8	54.96	68.845	68.845	84.23
Group IX	29.47	16.02	5.00	2.70^{a}	1.52	.45	8	55.16	69.895	69.895	84.63
Group X	29.77	16.02	5.00	2.70^{a}	1.52	.45	8	55.46	70.345	70.345	85.23
Group XI	30.27	16.02	5.00	2.70^{a}	1.52	.45	8	55.96	71.095	71.095	86.23
Subjourneyman											
0-2000 hours	14.20	14.92	5.00	1.35 ^a	1.52	.45	8	37.44	44.54	44.54	51.64
2001-4000 hours	16.20	14.92	5.00	1.60^{a}	1.52	.45	8	39.69	47.79	47.79	55.89
4001-6000 hours	18.20	14.92	5.00	1.85 ^a	1.52	.45	8	41.94	51.04	51.04	60.14

Over 6000 hours and thereafter at journeyman rates

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

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

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

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

^a Includes an amount for Supplemental Dues.

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

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

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

^e Includes \$0.60 for Apprentice Program Fund.

DETERMINATION: SC-23-261-2-2015-1

Group I

Warehouseman and Teamster

Group II

Driver of Vehicle or Combination of Vehicles - 2 axles

Traffic Control Pilot Car, excluding moving heavy equipment permit

Truck Mounted Power Broom

Group III

Driver of Vehicle or Combination of Vehicles - 3 axles

Bootman

Cement Mason Distribution Truck

Fuel Truck Driver

Water Truck - 2 axles

Dump Truck of less than 16 yards water level

Erosion Control Driver

Group IV

Driver of Transit Mix Truck-Under 3 yds

Dumpcrete Truck Less than 6 1/2 yards water level

Truck Repairman Helper

Group V

Water Truck 3 or more axles

Warehouseman Clerk

Working Truck Driver

Truck Greaser and Tireman - \$0.50 additional for Tireman

Pipeline and Utility Working Truck Driver, including

Winch Truck and Plastic Fusion, limited to Pipeline and

Utility Work

Slurry Truck Driver

Group VI

Driver of Transit Mix Truck - 3 yds or more

Dumpcrete Truck 6 1/2 yds water level and over

Driver of Vehicle or Combination of Vehicles - 4 or more axles

Driver of Oil Spreader Truck

Dump Truck 16 yds to 25 yds water level

Side Dump Trucks

Flow Boy Dump Trucks

Group VII

A Frame, Swedish Crane or Similar

Forklift Driver

Ross Carrier Driver

Group VIII

Dump Truck of 25 yds to 49 yards water level

Truck Repairman

Water Pull Single Engine

Welder

Group IX

Truck Repairman Welder

Low Bed Driver, 9 axles or over

Group X

Water Pull Single Engine with attachment

Dump Truck and Articulating - 50 yards or more water level

Group XI

Water Pull Twin Engine

Water Pull Twin Engine with attachments

Winch Truck Driver - \$0.25 additional when operating a Winch or similar special attachments

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-261-2-2015-1

ISSUE DATE: August 22, 2015

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

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

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			Emp	loyer Payme	ents		Straigh	<u>it-Time</u>	<u>Overt</u>	ıme Hourly k	<u>Rates</u>
Classification ^c	Basic	Health	Pension	Vacation/	Traininge	Other	Hours	Total	Daily ^d	Saturday ^d	Sunday/
(Journeyperson)	Hourly	and		Holiday		Paymen	ts	Hourly			Holiday
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X
Group I	28.74	16.02	5.00	2.70^{a}	1.52	.45	8	54.43	68.80	68.80	83.17
Group II	28.89	16.02	5.00	2.70^{a}	1.52	.45	8	54.58	69.025	69.028	83.47
Group III	29.02	16.02	5.00	2.70^{a}	1.52	.45	8	54.71	69.22	69.22	83.73
Group IV	29.21	16.02	5.00	2.70^{a}	1.52	.45	8	54.90	69.505	69.505	84.11
Group V	29.24	16.02	5.00	2.70^{a}	1.52	.45	8	54.93	69.55	69.55	84.17
Group VI	29.27	16.02	5.00	2.70^{a}	1.52	.45	8	54.96	69.595	69.595	84.23
Group VII	29.52	16.02	5.00	2.70^{a}	1.52	.45	8	55.21	69.97	69.97	84.73
Group VIII	29.77	16.02	5.00	2.70^{a}	1.52	.45	8	55.46	70.345	70.345	85.23
Group IX	29.97	16.02	5.00	2.70^{a}	1.52	.45	8	55.66	70.645	70.645	85.63
Group X	30.27	16.02	5.00	2.70^{a}	1.52	.45	8	55.96	71.095	71.095	86.23
Group XI	30.77	16.02	5.00	2.70^{a}	1.52	.45	8	56.46	71.845	71.845	87.23
Subjourneyman ^b											
0-2000 hours	14.20	14.92	5.00	1.35^{a}	1.52	.45	8	37.44	44.54	44.54	51.64
2001-4000 hours	16.20	14.92	5.00	1.60^{a}	1.52	.45	8	39.69	47.79	47.79	55.89
4001-6000 hours	18.20	14.92	5.00	1.85^{a}	1.52	.45	8	41.94	51.04	51.04	60.14
Over 6000 hours an	d thereafter	at journeyma	an rates								

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

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

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

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

^a Includes an amount for Supplemental Dues.

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

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

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

^e Includes \$0.60 for Apprentice Program Fund.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: SC-23-261-2-2015-1

ISSUE DATE: August 22, 2015

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

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

			Employ	ver Payments			Straigh	t-Time	Overt	ime Hourly R	ates
Classification ^c	Basic	Health	Pension	Vacation/	Trainingf	Other	Hours ^d	Total	Dailye	Saturdaye	Sunday/
(Journeyperson)	Hourly	and		Holiday		Payment	ts	Hourly			Holiday
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X
Group I	29.24	16.02	5.00	2.70^{a}	1.52	.45	8	54.93	69.55	69.55	84.17
Group II	29.39	16.02	5.00	2.70^{a}	1.52	.45	8	55.08	69.775	69.775	84.47
Group III	29.52	16.02	5.00	2.70^{a}	1.52	.45	8	55.21	69.97	69.97	84.73
Group IV	29.71	16.02	5.00	2.70^{a}	1.52	.45	8	55.40	70.255	70.255	85.11
Group V	29.74	16.02	5.00	2.70^{a}	1.52	.45	8	55.43	70.30	70.30	85.17
Group VI	29.77	16.02	5.00	2.70^{a}	1.52	.45	8	55.46	70.345	70.345	85.23
Group VII	30.02	16.02	5.00	2.70^{a}	1.52	.45	8	55.71	70.72	70.72	85.73
Group VIII	30.27	16.02	5.00	2.70^{a}	1.52	.45	8	55.96	71.095	71.095	86.23
Group IX	30.47	16.02	5.00	2.70^{a}	1.52	.45	8	56.16	71.395	71.395	86.63
Group X	30.77	16.02	5.00	2.70^{a}	1.52	.45	8	56.46	71.845	71.845	87.23
Group XI	31.27	16.02	5.00	2.70^{a}	1.52	.45	8	56.96	72.595	72.595	88.23
Subjourneyman ^b											
0-2000 hours	14.20	14.92	5.00	1.35 ^a	1.52	.45	8	37.44	44.54	44.54	51.64
2001-4000 hours	16.20	14.92	5.00	1.60^{a}	1.52	.45	8	39.69	47.79	47.79	55.89
4001-6000 hours	18.20	14.92	5.00	1.85 ^a	1.52	.45	8	41.94	51.04	51.04	60.14
Over 6000 hours and	thereafter a	ıt journeym	nan rates								

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^a Includes an amount for Supplemental Dues.

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

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

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

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

^f Includes \$0.60 for Apprentice Program Fund.

4. BID FORM

Proje	ct Identification: Seeley Community Park Improvements Project	
Cont	ract Identification and Number:	
Artic Artic Artic Artic Artic Artic Artic Artic	LE OF ARTICLES le 1 - Bid Recipient le 2 - Bidder's Acknowledgments le 3 - Bidder's Representations le 4 - Further Representations le 5 - Basis of Bid – Schedule of Values le 6 - Time of Completion le 7 - Attachments to Bid le 8 - Defined Terms le 9 - Bid Submittal	Page 00410-1 00410-1 00410-1 00410-2 00410-3 00410-5 00410-5 00410-6
ART	ICLE 1 - BID RECIPIENT	
1.01	This Bid Is Submitted To:	
	Imperial County Community & Economic Development c/o Imperial County Office of the Clerk of the Board of Supervisors 940 W. Main Street, Suite 209 El Centro, CA 92243	
1.02	The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter in Owner in the form included in the Bidding Documents to perform all Work as sp Bidding Documents for the prices and within the times indicated in the Bid and in terms and conditions of the Bidding Documents.	pecified or indicated in the
ART	ICLE 2 - BIDDER'S ACKNOWLEDGMENTS	
2.01	The Bidder accepts all of the terms and conditions of the Advertisement and including without limitations those dealing with the dispositions of Bid Security. To acceptance for sixty (60) days after the Bid Opening, or for such longer period of agree to in writing upon a request from the Owner.	The Bid will remain subject
ART	ICLE 3 - BIDDER'S REPRESENTATIONS	
3.01	In submitting this Bid, the Bidder represents that:	
	A. The Bidder has examined and carefully studied the Bidding Documents, the orin the Bidding Documents, and the following Addenda, receipt of which is here	
	Addendum No. Addendum Date	
	B. The Bidder has visited the Site and become familiar with and is satisfied as	to the General, Local, and

Site conditions that may affect cost, progress, and performance of the Work.

- C. The Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in Supplementary Conditions 4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in Supplementary Conditions 4.06.
- E. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.
- F. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. The Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- 4.01 The Bidder further represents that:
 - A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
 - B. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
 - C. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. The Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

ARTICLE 5 – BASIS OF BID – SCHEDULE OF VALUES

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Site Improvements:

Item		Quan			
#	Item Description	tity	Unit	Unit Price	Total Price
1	Mobilization/ Demobilization, Temporary Facilities, Construction Sign, Insurance, Payment Bond, Taxes, Permits, Fees and Similar Expenses	1	LS	\$	\$
2	Remove Existing Vegetation/Landscaping Within Project Areas and Remove and Dispose Existing Irrigation Lines. Cap Existing Irrigation Lines that Will Continue to be In Use	1	LS	\$	\$
3	Install 3 inches of Asphalt Concrete Paving Over 6 inches of Class II Base over Scarified and Compacted 12 inch Subgrade.	609	SF	\$	\$
4	Install ADA Parking Signs, Striping and Wheel Stops.	1	LS	\$	\$
5	Install Concrete Sidewalks Including Ramps. Sidewalk to Include Base and Subgrade Preparation Per County Detail 420.	800	SF	\$	\$
6	Install 2 ft Wide by Earthen Berm along Perimeter of Concrete Sidewalk	1	LS	\$	\$
7	Site Preparation for 35 ft Diameter Playground Area, Including Subgrade Preparation Per Playground Vendor Requirements.	1	LS	\$	\$
8	Install 16 ft by 14 ft by 6 inch Thick Concrete Slab including Reinforcing Bars, 9 Inches of Base and Sub-grade Preparation	448	SF	\$	\$
9	Install 18 ft by 16 ft Metal Shade Structure	2	EA	\$	\$
10	Install 8-ft Commercial Rated Concrete Picnic Table	4	EA	\$	\$
11	Install Round (Steel-Reinforced) Concrete Trash Receptacle	2	EA	\$	\$

TOTAL BASE BID FOR SITE IMPROVEMENTS (Items 1 through 11) in Figur	T	OTAL	, BASE BIL	FOR SITE IN	APROVEMENTS ((Items 1 through 1]	l) in Figure
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laygı	round Improvements - Alternative A:				
Item #	Item Description	Qua ntity	Unit	Unit Price	Total Price
1	Furnish and Install Playground Equipment	1	LS	\$	\$
			1.0	<u> </u>	
2	Furnish and Install Playground Surfacing and Base Preparation	1	LS	\$	\$
3		1	LS	\$	\$
	Furnish and Install Stand Alone Features				
OTAI	L BASE BID FOR PLAYGROUND IMPROVE	MENTS	S ALTE	RNATIVE A	
	L BASE BID FOR PLAYGROUND IMPROVE 1 through 3) in Figures \$				
Items					ns 1 through 3) in
Items	1 through 3) in Figures \$				ns 1 through 3) in
Items OTAI	1 through 3) in Figures \$	MENTS			ns 1 through 3) in
Items OTAI	1 through 3) in Figures \$	MENTS			
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Items OTAI	1 through 3) in Figures \$	MENTS			ns 1 through 3) in(onl
Items OTAI	1 through 3) in Figures \$	MENTS			
Items OTAI	1 through 3) in Figures \$	MENTS			

Playground Improvements - Alternative B:

Item		Qua			
#	Item Description	ntity	Unit	Unit Price	Total Price
1	Furnish and Install Playground Equipment	1	LS	\$	\$
2	Furnish and Install Playground Surfacing and Base Preparation	1	LS	\$	\$
3	Furnish and Install Stand Alone Features	1	LS	\$	\$

TOTAL	L BASE BID FOR PLAYGROUND IMPROVE	MENTS	S ALTE	ERNATIVE B	
(Items	1 through 3) in Figures \$				
TOTAL	L BASE BID FOR PLAYGROUND IMPROVE	MENTS	S ALTE	ERNATIVE B (Item	s 1 through 3) in
Words					
\$					
Ψ					(only).
					(01125).
Playg	round Improvements - Alternative C:				
Item		Qua			
#	Item Description	ntity	Unit	Unit Price	Total Price
1	Furnish and Install Playground Equipment	1	LS	\$	\$
2	Furnish and Install Playground Surfacing and Base Preparation	1	LS	\$	\$
3	Furnish and Install Stand Alone Features	1	LS	\$	\$
TOTA	L BASE BID FOR PLAYGROUND IMPROVE	MENTS	S ALTE	ERNATIVE C	
(Items	1 through 3) in Figures \$				
TOTAL	L BASE BID FOR PLAYGROUND IMPROVE	MENTS	S ALTE	ERNATIVE C (Item	s 1 through 3) in
Words					
					(only).
A.	Unit Prices, if any, have been computed in accord	dance wi	th Para	graph 11.03.A of th	e General Conditions.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 The Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO BID

- 7.01 The following documents are attached to and made a condition of the Bid:
 - A. Non-Collusion Affidavit;
 - B. Required Bid Security of ten percent (10%) in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - C. If Bid amount exceeds \$10,000, signed Compliance Statement/Certifications of Nonsegregated Facilities RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;
 - D. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (AD-1048);
 - E. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grant, and Loans. Refer to paragraph 18.11 of the General Conditions;
 - F. Worker's Compensation Certification;
 - G. A Tabulation of Subcontractors with Names and Addresses and percent of Total Contract;
 - H. Required Bidder Qualifications Statement with supporting data;
 - I. Tabulation of Major Material Suppliers; and
 - J. Federal and State Contract Language Inclusion January 1, 2014 Exhibit 'A'

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

D'11	
Bidder is:	
<u>ı Individual</u>	
Name (typed or printed):	SEAL,
By:	
By:(Individual's signature)	by State
Doing business as:	
<u>Partnership</u>	
Partnership Name:	SEAL,
	if required
By:(Signature of general partner attach evidence of authority to sign)	by State
Name (typed or printed):	
<u>Corporation</u>	
Corporation Name:	
State of Incorporation:	
Type (General Business, Profession, Service, Limited Liability):	
D	
By:(Signature attach evidence of authority to sign)	
By:(Signature attach evidence of authority to sign) Name (typed or printed):	CORPORAT SEAL, if required by State

A Joint Venture

First Joint Venture Name:	SEAL,
R_{V}	if required by State
By:(Signature of joint venture partner attach evidence of authority to sign)	
Name (typed or printed):	
Title:	
Second Joint Venture Name:	SEAL,
D ₁ ,,	if required by State
By:(Signature of joint venture partner attach evidence of authority to sign)	by State
Name (typed or printed):	
Title:	
Title	
(Each joint venturer must sign. The manner of signing for each individual, partnership	, and corporation tha
party to the venture should be in the manner indicated above.)	
Bidder's Business Address:	
Bidder's Business Address:	
Business Phone No. ()	
Business Phone No. ()	
Business Phone No. () Business Fax No. ()	
Business Phone No. () Business Fax No. () Business E-Mail Address	
Business Phone No. () Business Fax No. () Business E-Mail Address State Contractor License No	
Business Phone No. ()	

5. NON COLLUSION AFFIDAVIT (Public Contract Code Section 7106)

State of California
County of
, being first duly sworn, deposes and says that he or she is
of, the party making the
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidden
has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a
sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly
sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other
bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or
to any member or agent thereof to effectuate a collusive or sham bid.
By:
Subscribed and sworn to before me on(Date)
(Euto)
(Notary Public)

(SEAL

6. BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):		
SURETY (Name and Address of Principal Place of Business)	:	
OWNER (Name and Address):		
County of Imperial Imperial County Community & Economic Development 940 W. Main Street, Suite 203 El Centro, CA 92243		
BID Bid Due Date: Monday, December 21st, 2015 Project: Seeley Community Park Improvements Project BOND Bond Number:		
Date (Not later than Bid due date):		
Penal sum		
(Words)	(Figures)	
Surety and Bidder, intending to be legally bound hereby, subjeach cause this Bid Bond to be duly executed on its behalf by		
BIDDER	SURETY	
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal	(Seal)
By: Signature and Title	By: Signature and Title (Attach Power of Attorney)	-
Attest: Signature and Title	Attest: Signature and Title	-
Note: Above addresses are to be used for giving required not	ice.	

- 1. The Bidder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of the Surety's liability.
- 2. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by the Owner, or
 - The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bidding 3.3 Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by the Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by the Bidder and within thirty (30) calendar days after receipt by the Bidder and the Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. The Surety waives notice of any and all defenses based upon or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed one hundred and twenty (120) days from Bid due date without the Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by the Bidder and the Surety and in no case later than one (1) **vear** after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.
- 8. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

7. COMPLIANCE STATEMENT

This statement relates to a proposed contract with: <u>Imperial County Community & Economic Development</u>
(Name of borrower or grantee)

Who expects to finance the contract with assistance from the Housing-Related Parks Program or their successor agencies, California Department of Housing and Community Development (HCD) (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the Undersigned Bidder or Prospective Contractor. I represent that:

- 1. I [] have, [] have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
- 2. If I have participated in such a contract or subcontract, I [] have, [] have not, filed all Compliance Reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

- 3. I [] have, [] have not, previously had contracts subject to the written Affirmative Action Program Requirements of the Secretary of Labor.
- 4. If I have participated in such a contract or subcontract, I [] have, [] have not, developed and placed on file at each establishment Affirmative Action Programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required by me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the County of Imperial and/or HCD, or to the office of the governing agency where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity Clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false stateme	ents in offers is prescribed in 18 U.S.C. 1001.
Date:	(Signature of Bidder or Prospective Contractor)
	(Signature of Bidder of 110spective Contractor)
Address (including Zip Code)	
	00440-2

he Contractor shall s	submit the Exhibit 'A	a' – Federal and Stat	NCLUSION - JAN e Contract Language	
a part of the Bid. I	Exhibit 'A' is attached	d as follows:		

EXHIBIT 'A'FEDERAL AND STATE CONTRACT LANGUAGE INCLUSION JANUARY 01, 2014

Public Works Projects Required Bid Language

Required contract language for all state Public Works construction contracts between an awarding agency and the prime contractor; subcontractor contracts with the prime contractor; and any lower tier subcontracts.

California Labor Codes:

This Public Works project is funded by Agencies in California and requires compliance with the California Labor Standards, California Code of Regulations pertaining to Public Works projects, California Labor Codes and the California prevailing wage requirements with special attention to CLC §1720, CLC §1770, CLC § 1771, CLC § 1775, CLC §1776, CLC §1777.5, CLC §1777.7, CLC §1810 through § 1815 and CLC §3700.

The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

CLC § 1720; State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors 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. Etc.

CLC § 1727; (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain there from all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review. Etc.

CLC § 1729; It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

CLC § 1729; It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law. Etc.

CLC § 1771.2; A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article.

CLC § 1775; PENALTIES FOR INCORRECT WAGES

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1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for **each calendar day**, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

Initials

CLC § 1776; Each contractor and subcontractor shall 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 public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

CLC § 1777.5 APPRENITICE REQUIREMENTS:

When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

CLC § 1777.7 APPRENTICE PENALITIES; A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance.

CLC § 1810-1814; All contractors and subcontractors 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 subcontractor 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. Etc.

CLC § 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 I-I/2 times the basic rate of pay. Etc.

CLC § Section 1860; The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

CLC § 1861; Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Department must be contacted immediately for clarification. The following explanations are general in nature. Please review the actual text of the statutes for detailed application.

Public Contracts Code section 10410 - Current State Employees:

- No officer or employee shall engage in any employment, activity or enterprise from which the
 officer or employee receives compensation or has a financial interest and which is sponsored or
 funded by any state agency, unless the employment, activity or enterprise is required as a
 condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Public Contracts Code section 10411—Former State Employees:

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

Public Contracts Code section 10420:

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void.

Public Contracts Code section 10430 (e):

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.

NONDISCRIMINATION:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.

TERMINATION FOR CAUSE:

The City/County may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the City/County may proceed with the work in any manner deemed proper by the City/County. All costs to the City/County shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor.

Initials

CHILD SUPPORT COMPLIANCE ACT:

For any agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- 1) 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
- 2) The contractor, to the best of its 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.

UNION ORGANIZING:

By signing this agreement, Contractor hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this agreement.

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a state construction contract, including a public works contract.
- b. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, the Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

DRUG FREE WORKPLACE:

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works at the Property will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment at the Property.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §8350 et seq.)

THE IMMIGRATION REFORM AND CONTROL ACT: (E-Verify.com)

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

For employers who fail to properly complete, retain, or make I-9 Forms available for inspection, fines range from \$100 to \$1,100 per individual I-9.

For employers who knowingly hire or knowingly continue to employ unauthorized workers, civil penalties range from \$250 to \$11,000 per violation.

For employers engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized workers, fines can be as much as \$3,000 per employee and/or 6 months of imprisonment. http://www.formi9.com/index.aspx

SECTION 504 OF THE REHABILITATION ACT:

Nondiscrimination Under Federal Grants and Programs

No otherwise qualified individual with a disability in the United States, as defined in section 7(20), shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Developmental Disabilities Act of 1978. Copies of any proposed regulation shall be submitted to appropriate authorizing committees of Congress, and such regulations may take effect no earlier than the thirtieth day after the date on which such regulation is so submitted to such committees.

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 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As 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 part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; 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 include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

THE DAVIS-BACON AND RELATED ACTS: (DBRA)

Published in Chapter 3, section 276(a) 7 et seq. of U.S.C. Title 40. The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

THE COPELAND "ANTI-KICKBACK" ACT: (ANTI-KICKBACK)

Published in Chapter 3, section 276(c) of U.S.C. Title 40. The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED: (CWHSSA)

Published in Chapter 5, Subchapter II, section 327 et seq. of U.S.C. Title 40. The Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

THE FAIR LABOR STANDARDS ACT: (FLSA)

Is published in Chapter 9, sections 201 et seq. of U.S.C. Title 29 which prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment. It requires employers to pay covered employees who are not otherwise exempt at least the federal minimum wage and overtime pay of one-and-one-half-times the regular rate of pay. For nonagricultural operations, it restricts the hours that children under age 16 can work and forbids the employment of children under age 18 in certain jobs deemed too dangerous. For agricultural operations, it prohibits the employment of children under age 16 during school hours and in certain jobs deemed too dangerous. The Act is administered by the Employment Standards Administration's Wage and Hour Division within the U.S. Department of Labor.

ACCESS AND RETENTION OF RECORDS: (24 CFR 92.508)

The awarding agency, the State of California, the U S DOL, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Under federal regulations all required records must be maintained by the contractor for <u>five years</u> after grantee makes final payments and all other pending matters are closed (this is two years longer than the old federal requirement of three years). The Contractor agrees to the above specified requirements.

WORKMAN'S COMP. & LIABILITY INSURANCES.

Contractor shall at his own expense carry all workmen's compensation insurance to protect Contractor's employees and public liability insurance necessary for the full protection of Contractor and Awarding Agency from injury to persons or property arising from the acts of Contractor or his Subcontractors during the progress of the work. Certificates of such insurance shall be filed with Awarding Agency and with the Construction Lender if Awarding Agency so requires, and shall be subject to the approval of both of them as to adequacy of protection.

Initials

INSURANCE & BONDING:

The Contractor shall carry sufficient insurance coverage for unemployment, disability, and liability to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Consultant shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

CLEAN AIR ACT:

The contractor is required to comply with all aspects for the federal Clean Air Act which is the law that defines EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer. The last major change in the law, the Clean Air Act Amendments of 1990, was enacted by Congress in 1990. Legislation passed since then has made several minor changes. The Clean Air Act, like other laws enacted by Congress, was incorporated into the <u>United States Code</u> as Title 42, Chapter 85. The House of Representatives maintains a current version of the U.S. Code, which includes Clean Air Act changes enacted since 1990.

LOBBYING:

The Contractor hereby certifies 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 persons 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. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly; and
- d. Lobbying Certification Paragraph_This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS NONDEBARMENT CERTIFICATION

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization		
Name & Title of Authorized Representative		
Signature	Date	

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT:

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction" "debarred", "suspended," "ineligible," "lower tie covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transactions knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

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STANDARD CONTRACT LANGUAGE REQUIRED FOR ALL CONTRACTS AND SUBCONTRACTS

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

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, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. State Nondiscrimination Clause:

11

- During the performance of this contract, Contractor and its subcontractors shall not a. unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of the following: race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Initials

STANDARD EQUAL OPPORTUNITY CLAUSE (CONSTRUCTION OVER \$10,000)

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. 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, national origin or disabilities.
- 3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- 7. The Contractor will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1" through "7" in every 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

12

contractor or vendor. The Contractor will take such action with respect to any 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 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 Contractor 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 subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD 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 subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor 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 funding commitment (contract, loan, grant, 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 Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

MBE/WBE STANDARD BID DOCUMENT LANGUAGE FOR CONSTRUCTION CONTRACTS OVER \$10,000

(The following notice shall be included in and shall be a part of all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.)

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

- 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 female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

Time- tables	Goals for female participation in each trade	
From December 30, 1980, until further notice	6.9%	

Time- tables	Goals for minority participation for each trade	
From November 3, 1980, until further notice	16.2% - Imperial County – Non SMSA Counties 16.9% - San Diego County – SMSA Counties	

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction subcontract 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 subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

MBE/WBE STANDARD CONTRACT LANGUAGE - CONSTRUCTION OVER \$10,000

FEMALE AND MINORITY GOALS AND TIMETABLES

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

AREA COVERED (Goals for females apply nationwide)

<u>Timetable</u> <u>Goal</u>

From December 30, 1980, until further notice

6.9%

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

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

SMSA/Non-SMSA Counties

Area Covered	Goal Percent
Imperial County - Non SMSA Counties	16.2%
San Diego County – SMSA Counties	16.9%

MBE/WBE SUGGESTED BID DOCUMENT LANGUAGE FOR MINORITY/WOMEN'S BUSINESS ENTERPRISE CONSTRUCTION PROJECTS

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

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

Name and Address of I	,	
Women's Firms Contra Anticipates Utilizing*	ctor <u>Category of Work</u>	Dollar Value of <u>Participation</u>
		
·		
Total Bid	Total Subcontract Amount	
Minority/Women's Ente	rprise Total of Subcontract Amount	
*Indicate whether busin	ess is owned by a minority or a woman.	
NOTE: Use additional s	sheets of paper to demonstrate Good Faith Ef	fort, if necessary.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (CONSTRUCTION OVER \$10,000)

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:

17

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
- (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and women 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 subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in 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 women 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

		Initials

or federally assisted construction contract shall apply the minority and women 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 nonworking 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 action's 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 individuals or women working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women 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 women 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 7b. 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 women-focused news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority- and women-students and to minority and women-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 women 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.
- I. Conduct at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., or other advancement 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.
- Document and maintain a record of all solicitations of offers for subcontracts from minority- and women-owned construction companies, contractors and suppliers, including circulation of solicitations to minority- and women-focused 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 women 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 men and women, 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 underutilized).
- **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 subcontract with any person or firm** debarred from government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, 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).
- 16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).*Parking lots, drinking fountains, recreation or entertainment areas.

CALIFORNIA STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certification to the grantee and forward this certification to the grantee within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section **1720** <u>et seq.</u> of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
- B. "I am aware of the provisions of Section **3700** of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
- C. "It is further agreed that, except as may be provided in Section 1810-1814 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."
- D. "I am aware of the provisions of California Labor Code Section **1815** notwithstanding the provisions of 1810-1814 inclusive, of this code, and not withstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate."
- E. "I am aware of the provisions of California Labor Code, Section **1777.5** which requires the employment of apprentices on all public works projects and the payment of training contributions to the proper agency."
- F. Section **1861** of the California Labor Code; Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22	
	Initials

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 <u>et seq</u>. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors 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 subcontractors 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 subcontractor 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 not withstanding 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 I-I/2 times the basic rate of pay.

23	
	Initials

Federal Labor Standards Provisions:

Applicability

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

A. 1. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFFT Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act an 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 pay- roll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall W posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible. place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall t>e classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- **(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives. and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 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.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 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.)
- (d) 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 con- tract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under

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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 subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor 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 subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Further- more, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.1.2.
- 4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they per- formed 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 subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify

fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor will insert in any sub- contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- 7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (1) Certification of Eligibility. By entering into this contract the con-tractor 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 subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$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 subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- **B.** Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 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 subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in sub- paragraph (1) of this paragraph, in the sum of \$1 0 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 subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted con- tract subject to the Contract Work Flours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 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 subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(Organization/Firm)	-
(Name & Title of Authorized Representative)	-
(Signature)	(Date)

9. CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned 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 the undersigned, 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 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 or loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1354, Title 34, US 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.

(Organization/Firm)	
(Name & Title of Authorized Representative)	
(Signature)	(Date)

10. CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION INSURANCE

State of California	
County of	
I am aware of the requirements that every employer to be ins undertake self-insurance in accordance with the provisions o provisions before commending the performance of the work of	f that applicable codes, and I will comply with such
(Organization/Firm)	-
(Name & Title of Authorized Representative)	-
(Signature)	(Date)

00470-1

11. TABULATION OF SUBCONTRACTORS

No.	Subcontractor	Work To Be Performed	Percent Of Total Contract
	Name:		
1.	Address:		
	Name:		
2.	Address:		
	Name:		
3.	Address:		
	Name:		
4.	Address:		
	Name:		
5.	Address:		
	Name:		
6.	Address:		
	Name:		
7.	Address:		
	Name:		
8.	Address:		
	Name:		
9.	Address:		
	Name:		
10.	Address:		
	Name:		
11.	Address:		
	Name:		
12.	Address:		

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

12. BIDDER QUALIFICATIONS STATEMENT

The bidder shall submit, as part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

a.		The bidder has been engaged in the contracting business under its present business name for years.
b.		Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of years.
c.		The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows (Name any and all exceptions and reasons therefore. Bidder should attach additional pages it necessary).
	1.	
	2.	·

d.	The following contracts cover work similar in type and magnitude to that set forth in the specification
	have been satisfactorily completed within the last five (5) years for the following owners (person,
	firms or authorities):

N.T.	0	Telephone	Contract	TI ANY I	Year
No.	Owner	No.	Amount	Type of Work	Complete
1.					
2.					
3.					
-					
4.					
5.					
_		<u> </u>		<u> </u>	
6.					
_		<u> </u>			
7.					

13. TABULATION OF MAJOR MATERIAL SUPPLIERS

The contractor shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

No.	Item	Manufacturer	Supplier
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

13.		
13.		
14		
15		
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16		
17		
10		
18		
19		
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21.		
22.		
22		
23.		
24.		

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

14. NOTICE OF AWARD

		Dated:
Project: Seeley Community Park Improvements Project	Owner: Imperial County Community & Economic Development	Owner's Contract No.: ICCED-006
Contract:		Engineer's Project No.:
Bidder:		<u> </u>
Bidder's Address (send Certified Mail, Return	n Receipt Requested):	
You are notified that your Bid dated Successful Bidder and are awarded a Cont Project	for the above Conract for the construction of the Seel	tract has been considered. You are the ley Community Park Improvements
The Contract Price of your Contract is		
Dollars (\$).	
You must comply with the following condition	ons within fifteen (15) days of the da	te you receive this Notice of Award.
1. Deliver to the Owner four (4) for	ally executed counterparts of the Con	tract Documents.
		e and Payment Bonds and Insurance d General Conditions (Paragraph 5.01)
Failure to comply with these conditions with this Notice of Award and declare your Bid So		Owner to consider you in default, annul
Within ten (10) days after you comply with counterpart of the Contract Documents.	the above conditions, the Owner wa	ill return to you one (1) fully executed
You are required to return an acknowledged	copy of this NOTICE OF AWARD to	o the OWNER.
Imperial County Community & Economic (Owner)	Development	
(Authorized Signature)		
(Title)		

ACCEPTANCE NOTICE

Receipt of above NOTICE OF AWARD is h	ereby acknowledged
By:	,
this the day of	, 2009.
By:(Authorized Signature)	_
(Title)	_
State of	}
County of	_ }
On	, before me,,
instrument and acknowledged to me that he	ry evidence to be the person(s) whose name(s) is/are subscribed to the within e/she/they executed the same in his/her/their authorized capacity(ies), and that ment the person(s), or the entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJURY u and correct.	under the laws of the State of California that the foregoing paragraph is true
WITNESS my hand and official seal.	
Signature of Notary Public	_

15. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) FUNDING AGENCY EDITION

THIS AGREEMENT is by and between	County of Imperial	("Owner")
		and
		("Contractor").

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

TABLE OF ARTICLES	Page
Agreement	00521-1
Article 1-Work	00521-1
Article 2-The Project	00521-1
Article 3-Engineer	00521-1
Article 4-Contract Times	00521-2
Article 5-Contract Place	00521-2
Article 6-Payment Procedures	00521-2
Article 7-Interest	00521-3
Article 8-Contractor's Representatives	00521-3
Article 9-Contract Documents	00521-4
Article 10-Miscellaneous	00521-5

ARTICLE 1 - WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Seeley Community Park Improvements Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Seeley Community Park Improvements Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by *Dynamic Consulting Engineers, Inc.* The County shall contract with a Construction Manager to be the Owner's representative (hereafter referred to as the **Engineer**) during construction, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Final Completion
 - A. The Work will be completed and ready for Final Payment within **forty five (45) calendar** days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions.
- 4.03 Liquidated Damages
 - A. The Contractor and the Owner recognize that time is of the essence for this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
 - A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:
 - B. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed and approved by the Engineer as provided in the General Conditions. After approval, the Engineer will then forward the Application for Payment to the County for processing.
- 6.02 Progress Payments; Retainage
 - A. The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment on or about the <u>20th</u> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07.A of the General Conditions.

- 1. Prior to Substantial Completion, Progress Payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and
 - b. **Ninety-five percent** (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. Upon Substantial Completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to **ninety-five percent** (95%) of the Work completed, less such amounts as the Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by the Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, the Owner shall pay the Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 14.07, less any sum the Owner is entitled to set off against the Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at **eight percent (8%)** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce the Owner to enter into this Agreement the Contractor makes the following representations:
 - A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. The Contractor has visited the Site and become familiar with and is satisfied as to the General, Local, and Site Conditions that may affect cost, progress, and performance of the Work.
 - C. The Contractor is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect the cost, progress, and performance of the Work.
 - D. The Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (Surface, Subsurface, and Underground Facilities) at or contiguous to the Site which may affect the cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 - E. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. The Contractor is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. The Contractor has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey a clear understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01	Contents
2.01	Comens

Co	nteni	ts			
A.	A. The Contract Documents consist of the following:				
	1.	This Agreement (pages 1 to 7, inclusive).			
	2.	Performance Bond (pages to, inclusive).			
	3.	Payment Bond (pages to, inclusive).			
	4.	Other bonds (pages to, inclusive).			
		a. (pages to , inclusive).			
		b. (pages to , inclusive).			
		c. (pages to , inclusive).			
	5.	General Conditions (pages to, inclusive).			
	6.	Supplementary Conditions (pages to, inclusive).			
	7.	Technical Conditions (pages to, inclusive).			
	8.	Special Conditions (pages to, inclusive).			
	9.	Specifications as listed in the Table of Contents of the Project Manual.			
	10.	Drawings consisting of sheets.			
	11.	. Addenda (numbers to, inclusive).			
	12.	Exhibits to this Agreement (enumerated as follows):			
		a. The Contractor's Bid (pages to, inclusive).			

		 b. Documentation submitted by the Contractor prior to the Notice of Award (pages to, inclusive).
		c. Exhibit 'A' – FEDERAL AND STATE CONTRACT LANGUAGE INCLUSION – JANUARY 01, 2014 (Specification Section 00451, pages 1-27 inclusive)
		13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
		a. Notice to Proceed (pages to, inclusive).
		b. Work Change Directives (pages to, inclusive).
		c. Change Order(s).
	B.	The documents listed in Paragraph 9.01.A are attached to this Agreement.
	C.	There are no Contract Documents other than those listed above in this Article 9.
	D.	The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.
ARTIC	LE	10 – MISCELLANEOUS
10.01	Ter	ms
	A.	Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
10.02	Ass	ignment of Contract
	A.	No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.03	Suc	cessors and Assigns
	A.	The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
10.04	Sev	erability
	A.	Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05

Prevailing Wage

Pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract.

A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available upon request, and a copy thereof shall be posted at each job site by the contractor. Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, California 94101 (415) 737-2794. This project will be under the Davis-Bacon and State of California Prevailing determinations. The particular wage rates will be determined by the highest rate between the Davis Bacon and State determinations.

10.06 Securities in Lieu of Retention

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the County to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County or with a State- or Federally-chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the County which provides that no portion of the securities shall be paid to the Contractor until the County has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The County will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the County of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by the Contractor and the County.

IN WITNESS WHEREOF, the Owner and the Contractor have signed this Agreement in four (4) copies. One (1) counterpart each has been delivered to the Owner, the Contractor, the Engineer, and the Agency. All portions of the Contract Documents have been signed, initialed, or identified by the Owner and the Contractor or identified by the Engineer on their behalf.

This Agreement is dateddesignated representative concurs.	This Agreement shall not be effective unless and until the Agency's		
OWNER: County of Imperial	CONTRACTOR:		
By:	By:		
Title:[CORPORATE SEAL]	Title: [CORPORATE SEAL]		
Attest:	Attest:		
Title:	Title:		
Address for giving notices:	Address for giving notices:		
	Agent for service of process:		
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)		
Agency Concurrence: As lender or insurer of funds to defray the costs of this C Agency hereby concurs in the form, content, and execut	Contract, and without liability for any payments there under, the ion of this Agreement.		
Agency:	By:		
Date:			

16. NOTICE TO PROCEED

		Dated:
Project:	Owner:	Owner's Contract No.:
Seeley Community Park Improvements Project	Imperial County Community & Economic Development	ICCED-006
Contract:		Engineer's Project No.:
Contractor:		I
Contractor's Address (send Certif	ñed Mail, Return Receipt requested):	
On or before that date, you are to Before you may start any Work Owner must each deliver to th Certificates of Insurance which Documents.	t Times under the above contract will comme start performing your obligations under the Cat the Site, Paragraph 2.01.B of the General e other (with copies to the Engineer and each is required to purchase and maintain nowledged copy of this NOTICE TO PROCE	Contract Documents. Conditions provides that you and the other identified additional insured's) ain in accordance with the Contract
	Imperial County Development	Community & Economic
Contractor		Owner
Given by:	Given by:	
Authorized Sign	ature	Authorized Signature
Title		Title
Date		Date
Copy to Engineer		

17. PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name		SURETY (Name and Address of Principal Place of	Business):
OWNER (Name and Address):			
County of Imperial Imperial County Community & Economi 940 W. Main Street, Suite 203 El Centro, CA 92243	c Develop	ment	
CONTRACT Date: Amount: Description: Seeley Community Park	Improve	ments Project	
BOND Bond Number: Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:			
		bound hereby, subject to the terms hereof, do each its authorized officer, agent, or representative.	cause this
CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)		(Seal)
Name and Title:		Surety's Name and Corporate Seal	
		By: Signature and Title (Attach Power of Attorney)	
(Space is provided below for signat	ures of	•	
additional parties, if required.)		Attest:	
		Signature and Title	
CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)		(Seal)
Name and Title:	. ,	Surety's Name and Corporate Seal	``′
		By:	
		Signature and Title	
		(Attach Power of Attorney)	
		Attest:	

Signature and Title:

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
- 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety, at the addresses described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than **fifteen** (15) **days** after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than **twenty** (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to:
 - 1. The Surety in accordance with the terms of the Contract:
 - 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
- 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

- 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond **fifteen** (15) **days** after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated Contractor's right to complete the Contract, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the

Contract. To a limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract;
- 6.2 Additional Legal, Design Professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within **two** (2) **years** after Contractor Default or within **two** (2) **years** after the Contractor ceased working or within **two** (2) **years** after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties

as a defense in the jurisdiction of the suit shall be applicable.

- 10. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all the Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

	FOR INFORMATION ONLY (Name, Address and Telephone)	
SURETY AGENCY OR BROKER:		
OWNER'S REPRESENTATIVE: T	BD	

18. PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):		SURETY (Name and Address of Principal Place	e of Business):
OWNER (Name and Address): County of Imperial Imperial County Community & Econo 940 W. Main Street, Suite 203 El Centro, CA 92243	omic Develop	oment	
CONTRACT Date: Amount: Description: Seeley Community P	ark Improve	ments Project	
BOND Bond Number: Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:			
		bound hereby, subject to the terms printed on the bound hereby, subject to the terms printed on the ly executed on its behalf by its authorized off	
CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature: Name and Title:	(Seal)	Surety's Name and Corporate Seal	(Seal)
		By: Signature and Title (Attach Power of Attorney)	
(Space is provided below for sig additional parties, if required.)	gnatures of	Attest: Signature and Title	
CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)	Surety's Name and Corporate Seal	(Seal)
		By: Signature and Title (Attach Power of Attorney)	
		Attest: Signature and Title:	

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits alleging non-payment by the Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided the Owner has promptly notified the Contractor and the Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within **ninety** (90) **days** after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom

- the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
- 2. Have either received a rejection in whole or in part from the Contractor, or not received within **thirty** (30) days of furnishing the above notice any communication from the Contractor by which the Contractor had indicated the claim will be paid directly or indirectly; and
- 3. Not having been paid within the above **thirty (30) days**, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5. If a notice by a Claimant required by Paragraph 4 is provided by the Owner to the Contractor or to the Surety that is sufficient compliance.
- 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8. Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

- 9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of **one** (1) **year** from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by the Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions

- conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. Definitions.
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor, or with a first-tier subcontractor of the Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, Architectural and Engineering Services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

	FOR INFORMATION ONLY
	(Name, Address and Telephone)
SURETY AGENCY OR BROKER	
OWNER'S REPRESENTATIVE:	TBD

19. CERTIFICATE OF OWNER'S ATTORNEY EXHIBIT GC-A

I, the undersigned,	the duly authorized and acting legal representative of
County of Imperial do hereby certify as follows:	
and I am of the opinion that each of the aforesaid agree parties thereto acting through their duly authorized re- authority to execute said agreements on behalf of the	ce and payment bond(s) and the manner of execution thereof ements is adequate and has been duly executed by the proper presentatives; that said representatives have full power and e respective parties named thereon; and that the foregoing ans upon the parties executing the same in accordance with the
Signature:	
Name:	
Title:	
Date:	

20. CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	Owner:	Owner's Contract No.:
Seeley Community Park Improvements Project	Imperial County Community & Economic Development	ICCED-006
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:
This [tentative] [definitive] Cert All Work under the Contract	tificate of Substantial Completion applies to the Documents:	o: specified portions:
	<u> </u>	Date of Substantial Completion
Contractor and the Engineer, and Project or portion thereof designa	ate applies has been inspected by authorized found to be substantially complete. The Dated above is hereby declared and is also the oct Documents, except as stated below.	te of Substantial Completion of the
may not be all-inclusive, and the	definitive) list of items to be completed or co failure to include any items on such list do n accordance with the Contract Documents.	
maintenance, heat, utilities, in except as amended as follows:	the OWNER and the CONTRACTOR surance and warranties shall be as prov	
☐ Amended Responsibilities Owner's Amended Responsibilities	□ Not Amended es:	
Contractor's Amended Responsible	ilities:	
The following documents are atta	ched to and made part of this Certificate:	

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

21. STANDARD GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - 1. *Addenda* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. Agency The Federal or State Agency named as such in the Agreement.
 - 3. *Agreement* The written instrument which is evidence of the agreement between the Owner and the Contractor covering the Work.
 - 4. Application for Payment The form acceptable to the Engineer which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 5. 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 the United States Occupational Safety and Health Administration.
 - 6. *Bid* The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 7. *Bidder* The individual or entity who submits a Bid directly to the Owner.
 - 8. *Bidding Documents* The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 - 9. *Bidding Requirements* The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Security of Acceptable Form, if any, and the Bid Form with any supplements.
 - 10. *Change Order* A document recommended by the Engineer which is signed by the Contractor and the Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 - 11. *Claim* A demand or assertion by the Owner or Contractor seeking an adjustment of the Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 - 12. Contract The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 - 13. Contract Documents Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

- 14. Contract Price The moneys payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
- 15. Contract Times The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by the Engineer's written recommendation of final payment.
- 16. Contractor The individual or entity with whom the Owner has entered into the Agreement.
- 17. *Construction Manager* The Owner's representative (hereafter referred to as the **Engineer**) that assumes all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 18. Cost of the Work See Paragraph 11.01.A for definition.
- 19. *Drawings* That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- 20. *Effective Date of the Agreement* The date indicated in the Agreement on which it becomes effective; if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 21. Engineer The individual or entity named as such in the Agreement.
- 22. *Field Order* A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 23. *General Requirements* Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
- 24. *Hazardous Environmental Condition* The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- 25. *Hazardous Waste* The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 26. Laws and Regulations; Laws or Regulations Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 27. *Liens* Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 28. *Milestone* A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Substantial Completion of all of the Work.
- 29. *Notice of Award* The written notice by the Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Owner will sign and deliver the Agreement.

- 30. *Notice to Proceed* A written notice given by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which the Contractor shall start to perform the Work under the Contract Documents.
- 31. *Owner* The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.
- 32. *PCBs* Polychlorinated Biphenyls.
- 33. *Petroleum* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 34. *Progress Schedule* A schedule prepared and maintained by the Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 35. *Project* The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 36. *Project Manual* The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the Table(s) of Contents.
- 37. *Radioactive Material* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 38. Related Entity An officer, director, partner, employee, agent, consultant, or subcontractor.
- 39. *Resident Project Representative* The authorized representative of the Engineer who may be assigned to the Site or any part thereof.
- 40. *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.
- 41. *Schedule of Submittals* A schedule, prepared and maintained by the Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 42. Schedule of Values A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.
- 43. Shop Drawings All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 44. *Site* Lands or areas indicated in the Contract Documents as being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the Owner which are designated for the use of the Contractor.
- 45. Specifications That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

- 46. Subcontractor An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 47. Substantial Completion The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 48. Successful Bidder The Bidder submitting a responsive Bid to whom the Owner makes an award.
- 49. Supplementary Conditions That part of the Contract Documents which amends or supplements these General Conditions.
- 50. Supplier A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.
- 51. Underground Facilities All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 52. *Unit Price Work* Work to be paid for on the basis of unit prices.
- 53. Work The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 54. Work Change Directive A written statement to the Contractor issued on or after the Effective Date of the Agreement and signed by the Owner and the Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. Intent of Certain Terms or Adjectives
 - 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of Professional Judgment by the Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of the Engineer as to the Work. It is intended that such exercise of Professional Judgment, Action or Determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the Design Concept of the Completed Project as a functioning whole as shown or

indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to the Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of **twenty-four (24) hours** measured from midnight to the next midnight.

D. Defective

- 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents, or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. Has been damaged prior to the Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of the Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

- 2.01 Delivery of Bonds and Evidence of Insurance
 - A. When the Contractor delivers the executed counterparts of the Agreement to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish.
 - B. Evidence of Insurance: Before any Work at the Site is started, the Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may

reasonably request) which the Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. The Owner shall furnish to the Contractor ten (10) sets of printed or hard copies of the "Issued for Construction" Drawings and "Conformed" Project Manuals. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 Starting the Work

A. The Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within **ten (10) days** after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), the Contractor shall submit to the Engineer for timely review:
 - 1. A Preliminary Progress Schedule;
 - 2. A Preliminary Schedule of Submittals; and
 - 3. A Preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during the performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a Conference attended by the Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required project records.

2.07 Initial Acceptance of Schedules

- A. At least **ten** (10) **days** before submission of the first Application for Payment a conference attended by the Contractor, Engineer, and others as appropriate will be held to review for acceptability to the Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. The Contractor shall have an additional **five** (5) **days** to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the Contractor until acceptable schedules are submitted to the Engineer.
 - 1. The Progress Schedule will be acceptable to the Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on the Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve the Contractor from the Contractor's full responsibility therefore.

- 2. The Contractor's Schedule of Submittals will be acceptable to the Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- The Contractor's Schedule of Values will be acceptable to the Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to the Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of the Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

- 1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby.
- Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, the Contractor shall promptly report it to the Engineer in writing. The Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until

- an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. The Contractor shall not be liable to the Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless the Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

- Except as may be otherwise specifically stated in the Contract Documents, 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:
 - The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - The provisions of any 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).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order:
 - Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
 - 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. The Contractor and any Subcontractor or Supplier shall not:
 - 1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer or the Engineer's consultants, including electronic media editions; or
 - Reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without the written consent of the Owner and Engineer and specific written verification or adaptation by the Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Copies of data furnished by the Owner or Engineer to the Contractor or the Contractor to the Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the

- user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within **sixty** (60) **days**, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the **sixty** (60) **days** acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 Availability of Lands

- A. The Owner shall furnish the Site. The Owner shall notify the Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which the Contractor must comply in performing the Work. The Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If the Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in the Owner's furnishing the Site or a part thereof, the Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, the Owner shall furnish the Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and the Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. Reports and Drawings:
- B. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Engineer has used in preparing the Contract Documents; and
 - Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that the Engineer has used in preparing the Contract Documents.
- C. Limited Reliance by the Contractor on Technical Data Authorized:
- D. The Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," the Contractor may not rely upon or make any claim against the Owner or Engineer, or any of their Related Entities with respect to:

- 1. The completeness of such reports and drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
- Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If the Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
 - 1. Is of such a nature as to establish that any "technical data" on which the Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 - 2. Is of such a nature as to require a change in the Contract Documents; or
 - 3. Differs materially from that shown or indicated in the Contract Documents; or
 - 4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 - 5. then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify the Owner and the Engineer in writing about such condition. The Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, the Engineer will promptly review the pertinent condition, determine the necessity of the Owner obtaining additional exploration or tests with respect thereto, and advise the Owner in writing (with a copy to the Contractor) of the Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments
 - 1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in the Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
 - 2. The Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the Owner with respect to the Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the

Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to the Contractor's making such final commitment; or

- c. The Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If the Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, the Owner and Engineer, and any of their Related Entities shall not be liable to the Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) sustained by the Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the Owner or Engineer by the owners of such Underground Facilities, including the Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
 - 2. the cost of all of the following will be included in the Contract Price, and the Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data,
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents,
 - Coordination of the Work with the owners of such Underground Facilities, including the Owner, during construction, and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to the Owner and Engineer. The Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If the Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that the Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the Owner and Contractor are unable to agree upon entitlement to or on the amount or extent, if any, of any such

adjustment in Contract Price or Contract Times, the Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 Reference Points

A. The Owner shall provide engineering surveys to establish reference points for construction which in the Engineer's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
 - the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. The Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. The Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by the Contractor, Subcontractors, Suppliers, or anyone else for whom the Contractor is responsible.
- D. If the Contractor encounters a Hazardous Environmental Condition or if the Contractor or anyone for whom the Contractor is responsible creates a Hazardous Environmental Condition, the Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify the Owner and Engineer (and promptly thereafter confirm such notice in writing). The Owner shall promptly consult with the Engineer concerning the necessity for the Owner to retain a Qualified Expert to evaluate such condition or take corrective action, if any.
- E. The Contractor shall not be required to resume Work in connection with such condition or in any affected area until after the Owner has obtained any required permits related thereto and delivered to the Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If the Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

- any adjustment in the Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which the Work is agreed to be resumed by the Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice the Contractor does not agree to resume such Work based upon a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If the Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. The Owner may have such deleted portion of the Work performed by the Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom the Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate the Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by the Contractor or by anyone for whom the Contractor is responsible. Nothing in Paragraph 4.06. H shall obligate the Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

- 5.01 Performance, Payment, and Other Bonds
 - A. The Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. These bonds shall remain in effect until **one** (1) **year** after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other bonds as are required by the Contract Documents.
 - B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
 - C. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of Paragraph 5.01.B, the Contractor shall promptly notify the Owner and Engineer and shall, within **twenty (20) days** after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage's so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. The Contractor shall deliver to the Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by the Owner or any other additional insured) which the Contractor is required to purchase and maintain.
- B. The Owner shall deliver to the Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by the Contractor or any other additional insured) which the Owner is required to purchase and maintain.

5.04 Contractor's Liability Insurance

- A. The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and shall provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed by the Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 - 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

- With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as
 additional insurer (subject to any customary exclusion regarding professional liability) the Owner and
 Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom
 shall be listed as additional insurers, and include coverage for the respective officers, directors, partners,
 employees, agents, consultants and subcontractors of each and any of all such additional insurers, and the
 insurance afforded to these additional insurers shall provide primary coverage for all claims covered
 thereby;
- 2. Include at least the specific coverage's and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
- 3. Include completed operations insurance;
- 4. Include contractual liability insurance covering the Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least **thirty (30) days** prior written notice has been given to the Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
- 6. Remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
- 7. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least **two** (2) **years** after final payment.
 - a. The Contractor shall furnish the Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to the Owner and any such additional insured of continuation of such insurance at final payment and **one (1) year** thereafter.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by the Contractor under Paragraph 5.04, the Owner, at the Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect the Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, the Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (the Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
 - Include the interests of the Owner, Contractor, Subcontractors, and Engineer, and any other individuals or
 entities identified in the Supplementary Conditions, and the officers, directors, partners, employees,
 agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable
 interest and shall be listed as an insured or additional insured;
 - 2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than

- caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
- 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Engineers and Architects);
- Cover materials and equipment stored at the Site or at another location that was agreed to in writing by the Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the Engineer;
- 5. Allow for partial utilization of the Work by the Owner;
- 6. Include testing and startup; and
- 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by the Owner, Contractor, and Engineer within thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. The Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of the Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. The Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of the Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by the Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 Waiver of Rights

A. The Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect the Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured there under. The Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and the Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages

so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by the Contractor as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against the Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to the Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by the Owner; and
 - 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by the Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by the Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against the Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. The Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.
- B. The Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within **fifteen (15) days** after the occurrence of loss to the Contractor's exercise of this power. If such objection be made, the Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, the Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, the Contractor as fiduciary shall provide a bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either the Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within **ten (10) days** after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. The Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall not be responsible for the negligence of the Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, the Contractor shall assign a competent Resident Superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

6.02 Labor; Working Hours

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. The Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without the Owner's written consent (which will not be unreasonably withheld) given after prior written notice to the Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, the Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the Owner. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. The Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. The Contractor shall submit to the Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to the Engineer for review under the circumstances described below.
 - 1. "Or-Equal" Items: If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in the Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment the Engineer determines that:
 - It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) It has a proven record of performance and availability of responsive service; and
 - b. The Contractor certifies that, if approved and incorporated into the Work:
 - 1) There will be no increase in cost to the Owner or increase in Contract Times, and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - 2. Substitute Items

- a. If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor.
- c. The procedural requirements for review by the Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as the Engineer may decide is appropriate under the circumstances.
- d. The Contractor shall make written application to the Engineer for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application:
 - 1) Shall certify that the proposed substitute item will:
 - 1. Perform adequately the functions and achieve the results called for by the general design,
 - 2. be similar in substance to that specified, and be suited to the same use as that specified;
 - 2) Will state:
 - 1. The extent, if any, to which the use of the proposed substitute item will prejudice the Contractor's achievement of Substantial Completion on time;
 - whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for other work on the Project) to adapt the design to the proposed substitute item;
 - 3. whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) Will identify:
 - 1. All variations of the proposed substitute item from that specified and available engineering,
 - 2. sales, maintenance, repair, and replacement services;
 - 4) And shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other Contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by the Engineer. The Contractor shall submit sufficient information to allow the Engineer, in the Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by the Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee*: The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: The Engineer will record the Engineer's costs in evaluating a substitute proposed or submitted by the Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not the Engineer approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer for evaluating each such proposed substitute. The Contractor shall also reimburse the Owner for the charges of the Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with the Owner) resulting from the acceptance of each proposed substitute.
- F. Contractor's Expense: The Contractor shall provide all data in support of any proposed substitute or "or-equal" at the Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. The Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to the Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom the Owner may have reasonable objection. The Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to the Owner in advance for acceptance by the Owner by a specified date prior to the Effective Date of the Agreement, and if the Contractor has submitted a list thereof in accordance with the Supplementary Conditions, the Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. The Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by the Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the Owner or Engineer to reject defective Work.
- C. The Contractor shall be fully responsible to the Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents:
 - Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between the Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
 - 2. Shall anything in the Contract Documents create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor.
- E. The Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with the Engineer through the Contractor.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for the Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against the Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, the Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. The Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. The Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the Owner nor the Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
- B. If the Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys and other Professionals and all court or arbitration or

other dispute resolution costs) arising out of or relating to such Work. However, it shall not be the Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve the Contractor of the Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in the Contract Price or the Contract Times. If the Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 Taxes

A. The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas
 - 1. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - Should any claim be made by any such owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against the Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. Removal of Debris during Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work, the Contractor shall clean the Site and the Work and make it ready for utilization by the Owner. At the completion of the Work the Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading Structures: The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. The Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to the Engineer.

Safety and Protection 6.13

- A. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and other 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. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. The 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.

6.15 Hazard Communication Programs

A. The Contractor shall be responsible for coordinating any exchange of Material Safety Data Sheets (MSDS) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Engineer determines that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. The Contractor shall submit Shop Drawings and Samples to the Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as the Engineer may require.

1. Shop Drawings

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the Engineer the services, materials, and equipment that the Contractor proposes to provide and to enable the Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data may require to enable the Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor.

C. Submittal Procedures

- 1. Before submitting each Shop Drawing or Sample, the Contractor shall have determined and verified:
 - a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. All information relative to the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

- d. Shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- 2. Each submittal shall bear a stamp or specific written certification that the Contractor has satisfied the Contractor's obligations under the Contract Documents with respect to the Contractor's review and approval of that submittal.
- 3. With each submittal, the Contractor shall give the Engineer specific written notice of any variation, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to the Engineer for review and approval of each such variation.

D. Engineer's Review

- 1. The Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to the Engineer. The Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. The Engineer's review and approval will not extend to the means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) 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.
- 3. The Engineer's review and approval shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has complied with the requirements of Paragraph 6.17.C.3 and the Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. The Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

The Contractor shall make corrections required by the Engineer and shall return the required number of
corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. The
Contractor shall direct specific attention in writing to revisions other than the corrections called for by the
Engineer on previous submittals.

6.18 *Continuing the Work*

A. The Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as the Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. The Contractor warrants and guarantees to the Owner that all Work shall be in accordance with the Contract Documents and will not be defective. The Engineer and its Related Entities shall be entitled to rely on representation of the Contractor's warranty and guarantee.
- B. The Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

- 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom the Contractor is responsible; or
- 2. Normal wear and tear under normal usage.
- C. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - The issuance of a certificate of Substantial Completion by the Engineer or any payment related thereto by the Owner;
 - 4. Use or occupancy of the Work or any part thereof by the Owner;
 - 5. Any review and approval of a Shop Drawing or Sample Submittal or the issuance of a Notice of Acceptability by the Engineer;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective Work by the Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against the Owner or the Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of the actor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of the Contractor under Paragraph 6.20.A shall not extend to the liability of the Engineer and the Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. The preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

6.21 Delegation of Professional Design Services

- A. The Contractor will not be required to provide Professional Design Services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out the Contractor's responsibilities for the construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide Professional Services in violation of applicable law.
- B. If Professional Design Services or Certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer.
- C. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and the Engineer have specified to the Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, the Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. The Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. The Owner may perform other work related to the Project at the Site with the Owner's employees or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to the Contractor prior to starting any such other work; and
 - If the Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. The Contractor shall afford each other Contractor who is a party to such a direct contract, each utility owner and the Owner, if the Owner is performing other work with the Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected. The duties and responsibilities of the Contractor under this Paragraph are for the benefit of such utility owners and other

Contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Owner and such utility owners and other Contractors.

C. If the proper execution or results of any part of the Contractor's Work depends upon work performed by others under this Article 7, the Contractor shall inspect such other work and promptly report to the Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If the Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various Contractors will be identified;
 - 2. The specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, the Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of the Owner.
- B. Each other direct contract of the Owner under Paragraph 7.01.A shall provide that the other Contractor is liable to the Owner and the Contractor for the reasonable direct delay and disruption costs incurred by the Contractor as a result of the other contractor's inactions.
- C. The Contractor shall be liable to the Owner and any other Contractor for the reasonable direct delay and disruption costs incurred by such other Contractor as a result of the Contractor's actions or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

- 8.01 *Communications to the Contractor*
 - A. Except as otherwise provided in these General Conditions, the Owner shall issue all communications to the Contractor through the Engineer.
- 8.02 Replacement of the Engineer
 - A. In the case of termination of the employment of the Engineer, the Owner shall appoint an Engineer to whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former Engineer.
- 8.03 Furnish Data
 - A. The Owner shall promptly furnish the data required of the Owner under the Contract Documents.

- 8.04 Pay When Due
 - A. The Owner shall make payments to the Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.
- 8.05 Lands and Easements; Reports and Tests
 - A. The Owner's duties in respect of providing lands and easements and providing Engineering Surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to the Owner's identifying and making available to the Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by the Engineer in preparing the Contract Documents.
- 8.06 *Insurance*
 - A. The Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.
- 8.07 *Change Orders*
 - A. The owner is obligated to execute Change Orders as indicated in Paragraph 10.03.
- 8.08 Inspections, Tests, and Approvals
 - A. The Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.
- 8.09 *Limitations on the Owner's Responsibilities*
 - A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with the Laws and Regulations applicable to the performance of the Work. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 8.10 Undisclosed Hazardous Environmental Condition
 - A. The Owner's responsibility with respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.
- 8.11 Evidence of Financial Arrangements
 - A. If and to the extent the Owner has agreed to furnish the Contractor reasonable evidence that financial arrangements have been made to satisfy the Owner's obligations under the Contract Documents, the Owner's responsibility with respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

- 9.01 Owner's Representative
 - A. The Engineer (Construction Manager) will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in the Contract Documents and will not be changed without the written consent of the Owner and the Engineer.

9.02 Visits to Site

- A. The Engineer will make visits to the Site at intervals appropriate to the various stages of construction as the Engineer deems necessary in order to observe as an experienced and Qualified Design Professional the progress that has been made and the quality of the various aspects of the Contractor's executed Work. Based upon information obtained during such visits and observations, the Engineer, for the benefit of the Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. The Engineer's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, the Engineer will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defective Work.
- B. The Engineer's visits and observations are subject to all the limitations on the Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of the Engineer's visits or observations of the Contractor's Work the Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. The Engineer shall furnish a Resident Project Representative to assist the Engineer in providing more extensive observation of the Work. The authority and responsibilities of the Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on the Owner and also on the Contractor, who shall perform the Work involved promptly. If the Owner or the Contractor believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. The Engineer will have authority to reject Work which the Engineer believes to be defective, or that the Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with the Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with the Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of Professional Design Services, if any, see Paragraph 6.21.
- C. In connection with the Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with the Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. The Engineer will determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Engineer will review with the Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Engineer's written decision thereon will be final and binding (except as modified by the Engineer to reflect changed factual conditions or more accurate data) upon the Owner and the Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. The Engineer will be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work there under. All matters in question and other matters between the Owner and the Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to the Engineer in writing within **thirty (30) days** of the event giving rise to the question.
- B. The Engineer will, with reasonable promptness, render a written decision on the issue referred. If the Owner or the Contractor believes that any such decision entitles them to an adjustment in the Contract Price or the Contract Times or both, a Claim may be made under Paragraph 10.05. The date of the Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. The Engineer's written decision on the issue referred will be final and binding on the Owner and the Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, the Engineer will not show partiality to the Owner or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither the Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by the Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by the Engineer to the Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. The Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. The Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, the Owner may, subject to written approval by the Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If the Owner and the Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 Execution of Change Orders

- A. The Owner and the Contractor shall execute appropriate Change Orders recommended by the Engineer covering:
 - 1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or the Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, the Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by the Engineer shall be required as a condition precedent to any exercise by the Owner or the Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to the Engineer and the other party to the Contract promptly (but in no event later than **thirty (30) days** after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within **sixty (60) days** after the start of such event (unless the Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in the Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in the Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Engineer and the claimant within **thirty (30) days** after receipt of the claimant's last submittal (unless the Engineer allows additional time).
- C. *Engineer's Action*: The Engineer will review each Claim and, within **thirty (30) days** after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. Deny the Claim in whole or in part,
 - 2. Approve the Claim, or
 - Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that the Engineer does not take action on a Claim within said **thirty** (30) days, the Claim shall be deemed denied.
- E. The Engineer's written action under the Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon the Owner and the Contractor, unless the Owner or the Contractor invoke the dispute resolution procedure set forth in Article 16 within **thirty** (30) **days** of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by the Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to the Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in

amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

- 1. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by the Owner.
- 2. The Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.
- 3. Payments made by the Contractor to Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from subcontractors acceptable to the Owner and the Contractor and shall deliver such bids to the Owner, who will then determine, with the advice of the Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as the Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
- 4. Costs of special consultants (including but not limited to Engineers, Architects, Testing Laboratories, Surveyors, Attorneys, and Accountants) employed for services specifically related to the Work.
- 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
 - b. The Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of the Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which the Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by the Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that the Contractor is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of the Contractor's principal and branch offices other than the Contractor's office at the Site.
 - 3. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
 - 4. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, the Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, the Contractor shall establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to the Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

- 1. The Contractor agrees that:
 - a. The cash allowances include the cost to the Contractor (less any applicable trade discounts) of
 materials and equipment required by the allowances to be delivered at the Site, and all applicable
 taxes; and
 - b. The Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

- 1. The Contractor agrees that a contingency allowance, if any, is for the sole use of the Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by the Engineer to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of the Comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. The Owner or the Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The Bid price of a particular item of Unit Price Work amounts to more than five percent (5%) of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. The Contractor believes that the Contractor is entitled to an increase in the Contract Price as a result of having incurred additional expense or the Owner believes that the Owner is entitled to a decrease in the Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - Where the Work involved is covered by unit prices contained in the Contract Documents, by application
 of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be fifteen percent (15%);
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent (5%);
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of fifteen percent (15%) of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. The amount of credit to be allowed by the Contractor to the Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to five percent (5%) of such net decrease; and
 - f. When both additions and credits are involved in any one change, the adjustment in the Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the County and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where the Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of the Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of the Contractor shall include, but not be limited to, acts or neglect by the Owner, acts or neglect of utility owners or other Contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If the Owner, Engineer, or other Contractors or utility owners performing other work for the Owner as contemplated by Article 7, or anyone for whom the Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then the Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to the Contractor's ability to complete the Work within the Contract Times.
- C. If the Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of the Owner, or other causes not the fault of and beyond control of the Owner and the Contractor, then the Contractor shall be entitled to an equitable adjustment in the Contract Times, if such adjustment is essential to the Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be the Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
- D. The Owner, the Engineer and the Related Entities of each of them shall not be liable to the Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) sustained by the Contractor on or in connection with any other project or anticipated project.
- E. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of the Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which the Owner or the Engineer has actual knowledge will be given to the Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. The Owner, the Engineer, their consultants and other representatives and personnel of the Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. The Contractor shall

provide them proper and safe conditions for such access and advise them of the Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. The Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. As otherwise specifically provided in the Contract Documents.
- C. If 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, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the Engineer the required certificates of inspection or approval.
- D. The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the Owner's and the Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the Owner and the Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by the Contractor without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- B. If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, the Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the Owner shall be

- entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of notice, the Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Engineer, remove it from the Project and replace it with Work that is not defective. The Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, the Contractor shall take no action that would void or otherwise impair the Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, i.e.10 years for playground equipment) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective Work; or
 - 3. If the defective Work has been rejected by the Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If the Contractor does not promptly comply with the terms of the Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and

- other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of **one** (1) **year a**fter such correction or removal and replacement has been satisfactorily completed.
- E. The Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to the Engineer's recommendation of final payment, the Engineer) prefers to accept it, the Owner may do so. The Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) attributable to the Owner's evaluation of and determination to accept such defective Work (such costs to be approved by the Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by the Contractor pursuant to this sentence. If any such acceptance occurs prior to the Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, the Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the Owner.

13.09 Owner May Correct Defective Work

- A. If the Contractor fails within a reasonable time after written notice from the Engineer to correct defective Work or to remove and replace rejected Work as required by the Engineer in accordance with Paragraph 13.06.A, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after **seven** (7) **days** written notice to the Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, the Owner shall proceed expeditiously. In connection with such corrective or remedial action, the Owner may exclude the Contractor from all or part of the Site, take possession of all or part of the Work and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Owner, the Owner's representatives, agents and employees; the Owner's other Contractors, and the Engineer and the Engineer's Consultants access to the Site to enable the Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against the Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate

decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's defective Work.

D. The Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

- 1. At least **twenty** (**20**) **days** before the date established in the Agreement for each progress payment (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the 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 or other arrangements to protect the Owner's interest therein, all of which must be satisfactory to the Owner.
- Beginning with the second Application for Payment, each Application shall include an affidavit of the Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge the Contractor's legitimate obligations associated with prior Applications for Payment.
- 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

- 1. The Engineer will, within **ten** (10) **days** after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Owner or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.
- 2. The Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on the Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of the Engineer's knowledge, information and belief:
 - a. The Work has progressed to the point indicated;

- b. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. The conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled in so far as it is the Engineer's responsibility to observe the Work.
- 3. By recommending any such payment the Engineer will not thereby be deemed to have represented that:
 - a. Inspections made to check the quality or the quantity of the Work as it has been performed have been
 exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the
 Work beyond the responsibilities specifically assigned to the Engineer in the Contract Documents;
 or
 - b. That there may not be other matters or issues between the parties that might entitle the Contractor to be paid additionally by the Owner or entitle the Owner to withhold payment to the Contractor.
- 4. Neither the Engineer's review of the Contractor's Work for the purposes of recommending payments nor the Engineer's recommendation of any payment, including final payment, will impose responsibility on the Engineer:
 - a. To supervise, direct, or control the Work, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For the Contractor's failure to comply with Laws and Regulations applicable to the Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, or
 - e. To determine that title to any of the Work, materials, or equipment has passed to the Owner free and clear of any Liens.
- 5. The Engineer may refuse to recommend the whole or any part of any payment if, in the Engineer's opinion, it would be incorrect to make the representations to the Owner stated in Paragraph 14.02.B.2. The Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because:
 - a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. The Contract Price has been reduced by Change Orders;
 - c. The Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. The Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- C. Payment Becomes Due

1. **Ten** (10) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

- 1. The Owner may refuse to make payment of the full amount recommended by the Engineer because:
 - claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the Owner to secure the satisfaction and discharge of such Liens;
 - c. The Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. There are other items entitling the Owner to a set-off against the amount recommended; or
 - e. The Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If the Owner refuses to make payment of the full amount recommended by the Engineer, the Owner will give the Contractor immediate written notice (with a copy to the Engineer) stating the reasons for such action and promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The Owner shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the Owner and the Contractor, when the Contractor corrects to the Owner's satisfaction the reasons for such action.
- 3. If it is subsequently determined that the Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When the Contractor considers the entire Work ready for its intended use the Contractor shall notify the Owner and the Engineer in writing that the entire Work is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Engineer issue a certificate of Substantial Completion.
- B. Promptly after the Contractor's notification, the Owner, Agency, Contractor, and Engineer shall make a pre-final inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing giving the reasons therefore.
- C. If the Engineer considers the Work substantially complete, the Engineer will deliver to the Owner a Tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The Owner shall have seven (7) days after receipt of the Tentative Certificate during which to make written objection to the Engineer as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the Work is not substantially complete, the Engineer will within

- **fourteen (14) days** after submission of the Tentative Certificate to the Owner notify the Contractor in writing, stating the reasons therefore. If, after consideration of the Owner's objections, the Engineer considers the Work substantially complete, the Engineer will within said **fourteen (14) days** execute and deliver to the Owner and the Contractor a Definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as the Engineer believes justified after consideration of any objections from the Owner.
- D. At the time of delivery of the Tentative Certificate of Substantial Completion, the Engineer will deliver to the Owner and the Contractor a written recommendation as to division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless the Owner and the Contractor agree otherwise in writing and so inform the Engineer in writing prior to the Engineer's issuing the Definitive Certificate of Substantial Completion, the Engineer's aforesaid recommendation will be binding upon the Owner and the Contractor until final payment.
- E. The Owner shall have the right to exclude the Contractor from the Site after the date of Substantial Completion subject to allowing the Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to the Substantial Completion of all the Work, the Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the Owner, the Engineer, and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. The Owner at any time may request the Contractor in writing to permit the Owner to use or occupy any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor will certify to the Owner and the Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - The Contractor at any time may notify the Owner and the Engineer in writing that the Contractor considers any such part of the Work ready for its intended use and substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, the Owner, the Contractor, and the Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify the Owner and the Contractor in writing giving the reasons therefore. If the Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Engineer will promptly make a final inspection with the Owner, the Agency, and the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

- 1. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, the Contractor may make application for final payment following the procedure for progress payments.
- 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against the Owner that the Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to the Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by the Owner, the Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within ten (10) days after receipt of the final Application for Payment, indicate in writing the Engineer's recommendation of payment and present the Application for Payment to the Owner for payment. At the same time the Engineer will also give written notice to the Owner and the Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, the Engineer will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. **Thirty (30) days** after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of the Contractor, final completion of the Work is significantly delayed, and if the Engineer so confirms, the Owner shall, upon receipt of the Contractor's final Application for Payment (for

Work fully completed and accepted) and recommendation of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by the Owner for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 - A waiver of all Claims by the Owner against the Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from the Contractor's continuing obligations under the Contract Documents; and
 - A waiver of all Claims by the Contractor against the Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by the Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, the Owner may suspend the Work or any portion thereof for a period of not more than **ninety** (90) **consecutive days** by notice in writing to the Contractor and the Engineer which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. The Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. The Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. The Contractor's disregard of the authority of the Engineer; or
 - 4. The Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving the Contractor (and surety) **seven (7) days** written notice of its intent to terminate the services of the Contractor:

- 1. Exclude the Contractor from the Site, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion),
- 2. Incorporate in the Work all materials and equipment stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere, and
- 3. Complete the Work as the Owner may deem expedient.
- C. If the Owner proceeds as provided in Paragraph 15.02.B, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) sustained by the Owner arising out of or relating to completing the Work, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such claims, costs, losses, and damages incurred by the Owner will be reviewed by the Engineer as to their reasonableness and, when so approved by the Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph the Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, the Contractor's services will not be terminated if the Contractor begins within **seven (7) days** of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than **thirty (30) days** of receipt of said notice.
- E. Where the Contractor's services have been so terminated by the Owner, the termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Owner will not release the Contractor from liability.
- F. If and to the extent that the Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon **seven (7) days** written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Contract. In such case, the Contractor shall be paid for (without duplication of any items):
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. Reasonable expenses directly attributable to termination.
- B. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of the Contractor, (i) the Work is suspended for more than **ninety** (90) **consecutive days** by the Owner or under an order of court or other public authority, or (ii) the Engineer fails to act on any Application for Payment within **thirty** (30) **days** after it is submitted, or (iii) the Owner fails for **thirty** (30) **days** to pay the Contractor any sum finally determined to be due, then the Contractor may, upon **seven** (7) **days** written notice to the Owner and the Engineer, and provided the Owner or the Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from the Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if the Engineer has failed to act on an Application for Payment within **thirty (30) days** after it is submitted, or the Owner has failed for **thirty (30) days** to pay the Contractor any sum finally determined to be due, the Contractor may, **seven (7) days** after written notice to the Owner and the Engineer, stop the Work until payment is made of all such amounts due the Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude the Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to the Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. The Owner and the Contractor may mutually request mediation of any Claim submitted to the Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. The Owner and the Contractor shall participate in the mediation process in good faith. The process shall be concluded within **sixty** (**60**) **days** of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, the Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding **thirty** (**30**) **days** after termination of the mediation unless, within that time period, the Owner or the Contractor:
 - Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. Agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of the Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the State of California.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 Agency Not a Party

A. This Contract is expected to be funded in part with funds provided by the Agency. Neither the Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 Contract Approval

- A. The Owner and the Contractor will furnish the Owner's attorney such evidence as required so that the Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before the Owner submits the executed Contract Documents to the Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 Conflict of Interest

A. The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. B. The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the Contractor or subcontractors.

18.04 Gratuities

- A. If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or the Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three (3) nor more than ten (10) times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 Audit and Access to Records

A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), the Owner, the Agency, the Controller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor shall maintain all required records for **three (3) years** after final payment is made and all other pending matters are closed.

18.06 Small, Minority and Women's Businesses

A. If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) the Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 Anti-Kickback

A. The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the

compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to the Agency.

18.08 Clean Air and Pollution Control Acts

A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 State Energy Policy

A. The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 Equal Opportunity Requirements

- A. If this Contract exceeds \$10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract 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 subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 Restrictions on Lobbying

A. The Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 349) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 34 USC 1354. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by the Owner.

18.12 Environmental Requirements

- A. When constructing a project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:
 - Wetlands When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
 - Floodplains When disposing of excess, spoil, or other construction materials on public or private
 property, the Contractor shall not fill in or otherwise convert one-hundred (100) year floodplain areas
 delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate
 maps, i.e., alluvial soils on NRCS Soil Survey Maps.
 - 3. *Historic Preservation* Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Agency. Construction shall be temporarily halted pending the notification process and further directions issued by the Agency after consultation with the State Historic Preservation Officer (SHPO).
 - 4. Endangered Species The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Agency. Construction shall be temporarily halted pending the notification process and further directions issued by the Agency after consultation with the U.S. Fish and Wildlife Service.

22. SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

SC-1.01.A.2. Defined Terms	00800-2
SC-1.01.A.4. Defined Terms	00800-2
SC-1.01.A.10. Defined Terms	00800-2
SC-1.01.A.20. Defined Terms	00800-2
SC-2.03.A. Commencement of Contract Times; Notice to Proceed	00800-2
SC-4.02. Subsurface and Physical Conditions	00800-2
SC-4.06. Hazardous Environmental Condition at Site	00800-3
SC-4.06.D Hazardous Environmental Condition at Site	00800-3
SC-5.03. Certificates of Insurance	00800-3
SC-5.04. Contractor's Liability Insurance	00800-3
SC-5.06.E. Property Insurance	00800-4
SC-6.05.C. Substitutes and "Or-Equals" – Engineer's Evaluation	00800-4
SC-6.06. Concerning Subcontractors, Suppliers, and Others	00800-4
SC-6.13. Safety and Protection	00800-4
SC-6.20.C. Indemnification	00800-5
SC-9.03. Project Representative.	00800-5
SC-10.05.Claims and California Public Works Contract Code	00800-5
SC-14.02.A.3 Progress Payments – Applications for Payments	00800-5
SC-14.02.C.1 Progress Payments – Payment Becomes Due	00800-5
SC-14.07.C. Final Payment – Payment Becomes Due	00800-6
SC-18.08. Clean Air and Pollution Control Acts	00800-6
SC-19. Project Sign	00800-6
SC-20. Additional State Requirements.	00800-6

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. C-710, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof. Every effort has been made to already have incorporated the following into the General Conditions.

SC-1.01.A.2 Add the following language to the end of Paragraph 1.01.A.2:

The Project is financed in whole or in part by California Department of Housing and Community Development (HCD) through its Housing-Related Parks Program. The Agency for these documents is HCD.

SC-1.01.A.4 Add the following language to the end of Paragraph 1.01.A.4:

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.10 Add the following language to the end of Paragraph 1.01.A.10:

The Change Order form to be used on this Project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

SC-1.01.A.20 Add the following language to the end of Paragraph 1.01.A.20:

The Engineer for this project is: **Dynamic Consulting Engineers, Inc.** The Engineer's Consultants on this project are:

- 1) Geotechnical Engineer N/A
- 2) Structural Engineer N/A
- 3) Electrical Engineer N/A
- 4) Operation Building N/A

SC-2.03.A Delete Paragraph 2.03.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within **thirty** (30) days after the Effective Date of the Agreement.

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

C. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site:

1. N/A

D. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

1. N/A

E. Copies of reports and drawings itemized in 4.02.C and 4.02.D that are not included with Bidding Documents may be examined at **Dynamic Consulting Engineers, Imperial CA** office during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety an insert the following:

A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

SC-4.06.D Amend the beginning of Paragraph 4.06.D to read as follows:

If Contractor encounters a Hazardous Environmental Condition or material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class II, or Class III disposal site in accordance with provisions of existing law, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.B:

C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation and related coverage's under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a.	State:	Statutory
b.	Employer's Liability	\$1,000,000

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a.	General Aggregate	\$2,000,000
b.	Products – Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e.	Excess or Umbrella Liability	
	1) General Aggregate	\$5,000,000
	2) Each Occurrence	\$2,000,000

3. Automobile Liability under paragraph 5.04.6 of the General Conditions:

a. Combined Single Limit

\$1,000,000

- 4. Property Damage liability insurance will provide Explosion, Collapse and Underground (X,C,U) coverage's where applicable.
- 5. Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall be provided as part of the General Liability coverage.
- 6. The Owner and Engineer are to be included as additional insureds.

SC-5.06. Add the following new paragraph immediately after Paragraph 5.06.D:

E. The Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof in accordance with Paragraph 5.06. The following persons or entities are to be included as additional insured on the policy:

SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C.

Engineer's Evaluation. The paragraph text is re-titled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

- 1. During Bidding: The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute or materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of the required type, function, and quality to be met by any proposed substitute or "or-equal" item. A request for the Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least five (5) days prior to the date for receipt of Bids. No item of material or equipment will be considered by the Engineer as a substitute unless written request for approval has been submitted by the Bidder and has been received by the Engineer at least fifteen (15) days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed item will be final. If the Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. The Bidders shall not rely upon approvals made in any other manner.
- 2. After the Effective Date of the Agreement: The Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. The Engineer may require the Contractor to furnish additional data about the proposed substitute item. The Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until the Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." The Engineer will advise the Contractor in writing of any negative determination.

SC-6.06. Add a new paragraph immediately after paragraph 6.06.G:

H. The Contractor shall not award work valued at more than **fifty percent** (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.13. Add the following language to the end of paragraph 6.13.B:

For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions

to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

SC-6.20.Delete Paragraph 6.20.C.2 in its entirety:

SC-9.03. Add the following language at the end of paragraph 9.03:

The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be stated in the Agreement for Engineering Services executed for this specific Project.

SC-10.05. Add the following new paragraph immediately after paragraph 10.05.F:

- G. If this is a "Public Works Contract" as defined in Section 22200 of the California Public Contract Code, claims shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code. These sections are summarized as follows:
 - 1. Claim means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of the contractor, pursuant to this Contract, payment not otherwise expressly provided the Contract, or (c) any separate demand by the Contractor, the amount of which is disputed by the Owner.
 - 2. For claims less than \$50,000, the Owner shall respond in writing to all written claims within **forty-five (45) days** of receipt of the claim, or may request in writing, within **thirty (30) days** of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within **fifteen (15) days** from receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.
 - 3. For claims over \$50,000 and less than or equal to \$375,000, the Owner shall respond in writing to all written claims within **sixty (60) days** of receipt of the claim, or may request in writing, within **thirty (30) days** of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within **thirty (30) days** from receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.
 - 4. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time specified, the Contractor may notify the Owner in writing within either **fifteen (15) days** of receipt of the Owner's response, or within **fifteen (15) days** of the Owner's failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the Owner shall schedule a meet and confer conference within **thirty (30) days** for settlement of the dispute.
 - 5. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code Sections 900, et seq. The period of time within to file such a claim shall be defined in Public Contract Code Section 20104.2(e).

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. **Thirty (30) days** after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC-14.07.C Delete Paragraph 14.07.C1 in its entirety and insert the following in its place:

1. **Thirty-five (35) days** after the filing of a Notice of Completion with the County Recorder and after presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

SC-18.08 Delete paragraph 18.08.A in its entirety and insert the following in its place:

A. If this Contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

SC-19 Add the following new paragraph:

ARTICLE 19 - PROJECT SIGN

19.01 Contractor will place a temporary construction project sign at a location designated by the Engineer. This sign measuring 4' x 8', will be made of 3/4" exterior grade plywood and adhere to the format and details illustrated on the sheet included in Section 23., "Project Signs," of these Contract Documents. The sign will be prepared by a professional sign painter.

SC-20 Add the following new paragraphs:

ARTICLE 20 - ADDITIONAL STATE REQUIREMENTS

20.01 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

20.02 Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should the Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents.

23. PROJECT SIGN

- Below is a typical project identity sign to include the project identity, credit to the State and/or Federal grant agencies and the awarding agency.
- Below is a typical contractor identity sign.

THIS PROJECT IS ADMINISTERED BY THE COUNTY OF IMPERIAL, WITH FUNDING FROM THE CALIFORNIA DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT'S (HCD) HOUSING-RELATED PARKS PROGRAM

CALIFORNIA DO SEE

Seeley IMPERIAL COUNTY Park 940 W.

Improvements

Project

940 W. Main Street, Suite 203 El Centro, CA

92243

(442) 265-1100

CONTRACTOR'S NAME
BUSINESS ADDRESS
BUSINESS PHONE #
STATE CONTRACTOR'S LICENSE #
EMERGENCY AFTER HOURS #

- Project identity sign to be placed on white background with black lettering.
- Provide and install logos.
- Sign to measure at a minimum 48" wide and 36" high.
- Both signs may be incorporated into one sign 8' x 4'.
- Contractors Identity sign to be placed on white background with black lettering.
- Provide art work and logo.
- Sign to measure a minimum 36" wide and 36" high

24. CONTRACTOR'S APPLICATION FOR PAYMENT NO.

Project: Seeley omprovements	ct No.: ICCED-006 FOR PAYMENT Change Order Summa	From (Contractor): Contract: Contractor's Project No).:		Via (Engineer)		
mprovements Owner's Contract APPLICATION For Experience Change	ct No.: ICCED-006 FOR PAYMENT Change Order Summa).:				
APPLICATION For Approved Change	OR PAYMENT Change Order Summa	Contractor's Project No	D.:				
approved Change	Change Order Summa				Engineer's Project No.:		
		ary	_				
Number	e Orders		1. ORIGINAL CONT	RACT PRICE	•••••	\$	
	Additions	Deductions	2. Net change by Char	nge Orders	•••••		
			3. CURRENT CONT	RACT PRICE (Line 1 ± 2)	•••••		
				TED AND STORED TO DAT			
			(Column F on Prog	ress Estimate)		\$	
			5. RETAINAGE:	,,			
			1	Work Comple	eted	\$	
				Stored Mater			
				(Line 5a + Line 5b)		-	
			1	LE TO DATE (Line 4 - Line 5			
ΓΟΤΑLS			1	PAYMENTS (Line 6 from pri			
				` -	• • •		
NET			1	HIS APPLICATION	••••••	»	
HANGE HANGE				NISH, PLUS RETAINAGE			
ORDERS			(Column G on Prog	gress Estimate + Line 5 above)	•••••	\$	
CONTRACTOR'S	S CERTIFICATION						
	Contractor certifies that: (1		Payment of:	\$		_	
	ed from Owner on account of been applied on account to			(Line 8 or other - attach e	explanation of other amount)		
	tions incurred in connection		is recommended by:				
rior Application	ns for Payment; (2) title of a	ll Work, materials and	, , , , , , , , , , , , , , , , , , , ,		(Engineer)		(Date)
quipment incorporated in said Work or otherwise listed in or covered			Payment of: \$(Line 8 or other - attach explanation of other amount)				
	ered by a Bond acceptable t			(Eine o or other - attach e	Apparation of other amount)		
Owner against an	y such Liens, security interest	or encumbrances); and					
3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			is approved by:				
iui the Contract	Documents and is not defective	e.			(Owner)		(Date)
					(- · · · · · · · · · · · · · · · · · ·		(=)
By: Date:			Approved by:	Funding	Agency (if applicable)		(Date)

PROGRESS ESTIMATE

CONTRACTOR'S APPLICATION

For (contract):			Application Number:						
Application Per	iod:			Application Date:					
	A	В	Work Com					G	
	Item		С	D		Total Completed	%	Balance	
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	and Stored to Date $(C + D + E)$	(<u>F</u>) B	Finish (B - F)	
	TOTALS								

PROGRESS ESTIMATE

CONTRACTOR'S APPLICATION

For (contract):					Applic	ation Number:				
Application Per	eriod:				Applic	cation Date:				
	A			В	С	D	Е	F		G
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (<u>F</u>) B	Balance to Finish (B - F)
	TOTA	LS								

STORED MATERIAL SUMMARY

CONTRACTOR'S APPLICATION

For (contrac	et):				Application Number:	1			
Application						_			
Period:					Application				
A	В	С	D			3	F		G
Invoice	Shop	Materials Description	Stored Prev			is Month	Incorporated		Materials
No.	Drawing	Waterials Description	Date	Amount	Amount		Date	Amount	Remaining in
110.	Transmittal		(Month/Year)	(\$)	(\$)	Subtotal	(Month/Year)	(\$)	Storage (\$)
	No.								(D + E - F)
									(D L 1)
		TOTALS							

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

A-1 CAST-IN-PLACE CONCRETE

1.1 DESCRIPTION

The Contractor shall furnish all materials for cast-in-place concrete in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, in accordance with the requirements of the Contract Documents.

Unless specifically indicated otherwise in the Contract Documents, all concrete work, including steel reinforcing, shall be in accordance with the best standard practices as set forth in the ACI Building Code, Manuals and Recommended Practices.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 301 Specifications for Structural Concrete for Buildings
 - 2. ACI 315 Details and Detailing of Concrete Reinforcement
 - 3. ACI 318 Building Code Requirements for Structural Concrete
 - 4. ACI 350 Code Requirements for Environmental Concrete Structure
- B. American Society for Testing and Materials (ASTM)
 - C 31 Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. C 33 Specification for Concrete Aggregates.
 - 3. C 39 Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. C 40 Test Method for Organic Impurities in Fine Aggregates for Concrete.
 - 5. C 42 Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 6. C 88 Test Method of Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
 - 7. C 94 Specification for Ready-Mixed Concrete.
 - 8. C 114 Test Methods for Chemical Analysis of Hydraulic Cement.
 - 9. C 131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion

and Impact in the Los Angeles Machine.

- 10. C 136 Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- 11. C 143 Test Method for Slump of Hydraulic Cement Concrete.
- 12. C 150 Specification for Portland Cement.
- 13. C 157 Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.

- 14. C 172 Practice for Sampling Freshly Mixed Concrete.
- C 173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- 16. C 203 Test Methods for Breaking Load and Flexural Properties of Block-Type Thermal Insulation.
- 17. C 227 Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar

Method).

- 18. C 260 Specification for Air-Entraining Admixtures for Concrete.
- 19. C 289 Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
- 20. C 309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- 21. C 311 Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral

Admixture in Portland-Cement Concrete.

22. C 469 - Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in

Compression.

- 23. C 494 Specification for Chemical Admixtures for Concrete.
- 24. C 595M Specification for Blended Hydraulic Cements.
- 25. C 618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral

Admixture in Portland-Cement Concrete.

D 75 - Practices for Sampling Aggregates.

1.3 SUBMITTALS

- A. The following submittals and specific information shall be provided
 - 1. Mix Designs: Prior to beginning the work, the Contractor shall submit to the Engineer, for review, and approval, preliminary concrete mix designs for each class and type of concrete specified herein. Mix designs shall be signed and stamped by a California registered Civil or Structural Engineer. The mix designs shall be tested by an independent testing laboratory acceptable to the Engineer. All costs related to such mix design shall be borne by the Contractor.
 - 2. Each concrete mix submittal shall contain the following information:
 - a) Slump on which the design is based.
 - b) Total gallons of water per cubic yard.
 - c) Brand, type, composition and quantity of cement.
 - d) Brand, type, composition and quantity of fly ash.
 - e) Source, specific gravity, gradation, and a copy of ASTM C289 testing certification of each aggregate.
 - f) Ratio of fine to total aggregate per cubic yard.

- g) Weight (surface dry) of each aggregate per cubic yard.
- h) Brand, type, and ASTM designation, active chemical ingredients and quantity of each admixture.
- i) Copy of the Building and Safety Research Report Approval for each concrete admixture.
- j) Air content.
- k) Compressive strength based on 7 day and 28 day compression tests, including standard deviation calculations, corroborative data (if applicable), and required average comprehensive strength per ACI 318, Section 5.
- I) Time of Initial Set
- m) Certification stamp and signature by a Civil or Structural Engineer registered in the State of California.
- n) Certificate of Compliance for Cement.
- 3. Certified Delivery Tickets: Where ready-mix concrete is used, the Contractor shall provide certified weighmaster delivery tickets at the time of delivery of each load of concrete, which shall contain the following information:
 - a. Date
 - b. Name of Vendor
 - Name of Contractor
 - d. City job/contract number
 - e. Public weighmaster's signature
 - f. Number of cubic yards in the load
 - q. Actual weights of cement, pozzolan and of each size of aggregate
 - h. Amount of water added at the plant (including free water in aggregate)
 - i. Amount of water in the aggregate
 - j. Brand and type of cement
 - k. Brand and amount of admixture (if used)
 - Amount of water allowed to be added at the site for the specific design mix
 - m. Amount of water added at the jobsite
 - n. Time and when the batch was dispatched
 - o. Time when the batch left the plant
 - p. Time unloading began
 - q. Time unloading finished
- 4. When a water reducing admixture is to be used, the Contractor shall furnish mix designs for concrete both with and without the admixture.
- 5. The Contractor shall furnish a Certificate of Compliance signed by the supplier identifying the type of fly ash and stating that the fly ash complies with ASTM C 618 and these Specifications, together with all supporting test data prior to the use of the fly ash the sample represents. The supporting data shall also contain test results confirming that the fly ash in

combination with the cement and water to be used meets all strength requirements and is compatible with air-entraining agents and other admixtures.

The Contractor shall submit to the Engineer for review the design mix for fly ash concrete together with the design mix for Portland cement (non-fly ash) concrete as specified in this Section.

B. The Contractor shall submit to the Engineer for review the design mix for fly ash concrete together with the design mix for Portland cement (non-fly ash) concrete as specified in this Section.

1.4 QUALITY ASSURANCE

- A. Tests on component materials and for compressive strength and shrinkage of concrete will be performed as specified herein. Test for determining slump will be in accordance with the requirements of ASTM C 143.
- B. The cost of all laboratory tests on cement, aggregates, and concrete, will be borne by the City. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.
- C. Concrete for testing shall be supplied by the Contractor at no cost to the City, and the

Contractor shall provide assistance and facilities to the Inspector in obtaining samples, and disposal and cleanup of excess material.

A-2 STRUCTURAL STEEL

PART 1 - GENERAL

The Contractor shall furnish material, fabricate, and install, the structural steel framing and all appurtenant metal parts required for permanent connection of the structural steel, complete, all in accordance with the requirements of the Contract Documents. Structural members such as wide flange beams, I-beams, channels or angles which are non-standard or not available in the type and size specified shall be fabricated by welding flat plates of the specified material in accordance with AISC Specifications. Fabricated members shall have the same section modulus and moment of inertia as the sections specified. Design of the fabricated member shall be based on the capacity of the specified member and shall conform to the latest edition of the Specifications of the (AISC) American Institute of Steel Construction. The design of fabricated members shall be submitted to the Engineer prior to furnishing submittals and / or fabrication of structural elements.

REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with the current provisions of the following Codes and Standards.

1.1 COMMERCIAL STANDARDS

 AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings" and including the "Commentary of the AISC Specification"

- AISC "Specifications for Structural Joints Using ASTM A325 or A490 Bolts" approved by the Research Council of Riveted and Bolted Structural Joints of the Engineering Foundation
- c. AISC Structural Welding Code AWS D1.1-96 and "Standard Qualification Procedure"
- d. ASTM A36 Standard Specification for Carbon Structural Steel
- e. ASTM A992 Standard Specification for Structural Steel
- f. ASTM A53 Standard Specification for, Pipe, Steel, Black and Hot- Dipped, Zinc-Coated, Welded and Seamless
- g. ASTM A123 Standard Specification for Zinc Coating (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- h. ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- i. ASTM A193 Standard Specification for alloy-Steel and Stainless steel Bolting Materials for High-Temperature Service.
- j. ASTM A 194 Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure and High Temperature Service
- k. ASTM A307 Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
- I. ASTM A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
- m. ASTM A490 Standard Specification for Structural Bolts, Steel,
 150 ksi Minimum Tensile Strength
- n. ASTM A500 Standard Specification for Cold-formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
- o. ASTM A501 Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing

1.2 SUBMITTALS

- A. Shop drawings shall conform to AISC recommendations and specifications and shall show all holes, etc. required for other work. Drawings shall include complete details showing all members and their connections, anchor bolt layouts, field welds, schedules for fabrication procedures, and diagrams showing the sequence of erection. Members and connections for any portion of the structure not shown on the drawings shall be detailed by the fabricator and indicated on the shop drawings. All welds shall be indicated by standard welding symbols of the AWS. Shop drawings shall show reference marks and cross references to drawings. Fabricator shall be responsible for correct interpretation of drawings and shall call to the Engineer's attention any discrepancies found on drawings.
- B. Certified alloy test reports shall be furnished for all materials specified herein upon request of the Engineer.

- C. Welder certifications shall be submitted for shop and field welders in triplicate, directly to the Engineer from a recognized testing laboratory, with copies to the Contractor and others as required.
- D. Copies of reports of tests and inspection conducted on shop and field welded and bolted connections shall be submitted to the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All structural steel shapes, plates, bars, rods and their products shall be ASTM 36 or ASTM A992 unless otherwise indicated.
- B. All steel shall be delivered clean and free from mill scale, rust or pitting.
- C. Certified copies of mill test reports shall be furnished to the Engineer when requested.
- D. Structural steel pipe shall be ASTM A501, or ASTM A53, Type E or S.
- E. Structural tubing shall be ASTM A500, Grade **B** with Fy=46 ksi.
- F. Bolts shall have hexagonal heads and nuts. Threads shall be clean cut of American Standard size.
- G. High strength bolts for structural framing connections shall be ASTM A325 or A490; use A325 unless otherwise shown. Bolts used to connect dissimilar metals shall be ASTM AI 93, Type 316 stainless steel.
- H. Nuts shall be compatible with, and have the same finish as, the attached bolt and shall be ASTM A563, Grade DH or ASTM A194.
- All bolts, nuts, studs and fasteners exposed to water, groundwater, sewage, sewer gas or enclosed areas above sewage shall be Type 316 stainless steel.
- J. Steel bolts, nuts, washers, studs and fasteners for general use shall conform to ASTM A307 and shall be hot-dip galvanized per ASTM A153.
- K. A hardened flat washer shall be provided under the nut or bolt head turned in tightening. Hardened flat washers shall be provided under the bolt head and nut for bolts in slotted holes.
- L. All bolts, nuts, washers, and fasteners used in contact with aluminum shall be Type 304 or Type 316 stainless steel.
- M. Bolts required to be bent shall be bent cold. The bend radi6s shall not be less than twice the bolt diameter.
- N. Structural steel shall be cleaned, sharp edges and corners removed, and coated with a shop paint primer; except, that primer shall be omitted for surfaces to be galvanized, or welded or embedded in concrete with no further coating.
- O. Material to be galvanized shall have no corner with a radius of less than 1/16 inch.

P. All structural members shall be furnished full length without splices unless otherwise noted or approved by the engineer.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall furnish and install all steel and miscellaneous ferrous metal items as shown on the Contract Documents. All fabrication and erection of steel items shall conform to AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings", wherever applicable, unless otherwise noted. The Contractor shall take all measurements necessary to properly fit the work in the field.
- B. Damaged structural steel shall be replaced. Use of salvaged, reprocessed, or scrap materials shall not be permitted.
- C. Dissimilar metals shall be protected from galvanic corrosion by means of pressure tapes, coatings, or isolators.

3.2 MEASUREMENT

A. The Contractor shall verify all dimensions, grades, elevations, job conditions, and shall make any field measurements necessary and shall be fully responsible for accuracy and layout of work. The Contractor shall review the drawings and any discrepancies shall be reported to the Engineer for clarification prior to starting fabrication.

3.3 FABRICATION

- A. Fabricate items of structural steel in accordance with the drawings, AISC Specifications, and as indicated on the final reviewed shop drawings. Fabrication and assembly shall be done in the shop to the greatest extent possible.
- B. All steel and miscellaneous ferrous metal items shall be carefully fabricated to true dimensions without warp or twist.
- C. Properly mark and match mark materials for field assembly.
- D. Where finishing is required, complete the assembly, including bolting and welding of units, before start of finishing operations.
 - 1. shall be re-inspected.
 - 2. Welders found performing unsatisfactory work shall be removed from the welding process.
 - 3. All costs associated with testing and inspection, unless specified otherwise on the Contract Documents, shall be borne by the Contractor.

3.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Load structural members in such a manner that they may be transported and unloaded without being excessively stressed, deformed, or otherwise damaged.

B. Protect structural steel members and packaged materials from corrosion and deterioration. Material shall be stored in a dry area and shall not be placed in direct contact with the ground. Do not place materials on the structure in a manner that might cause distortion or damage to the members or the supporting structures. Repair or replace damaged materials or structures as directed.

3.5 ERECTION

- A. The Contractor shall comply with the AISC Specifications and Code of Standard Practice, and with specified requirements.
- B. High-strength bolts shall be installed in accordance with the AISC Specification for Structural Joints using ASTM A325 or ASTM A490 Bolts. The connections shall be the bearing type with threads excluded from the shear plane unless noted otherwise.
- C. Anchor bolts and other connectors required for securing structural steel to inplace work, and templates and other devices for presetting bolts and other anchors to accurate locations shall be furnished.

A-3 ASPHALT CONCRETE PAVEMENT

Asphalt Concrete shall be Type A ¾-inch Hot Mix Asphalt conforming to the Section 39 of the Caltrans Standard Specification updated to 2009. Use PG 70-10 binder in conformance with Caltrans Standard Specifications. The work under this item shall include removal and replacement of existing asphalt concrete pavement or existing native material. Repair locations will be as marked by the Engineer on the existing pavement. The perimeter of all repairs shall be sawcut minimum 5-inches deep.

A-4 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

The work to be done hereunder consists of furnishing and installing new traffic stripes, pavement markings/legends, and traffic signs and do all necessary work to achieve the intent of the work as shown on the Project Plans.

Traffic stripes, pavement legends and markings shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings" of the State Standard Specifications and Standard Plans, latest editions, and these Special Provisions. Pavement Markers shall conform to the provisions in Section 85, "Pavement Markers" of the State Standard Specifications and Standard Plans, latest editions, and these Special Provisions.

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

All details and dimensions for traffic striping and marking shall conform to the Caltrans Standard Plans and Specifications.

4.1 Layout, Alignment, and Spotting.

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

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

4.2 Application of Paint.

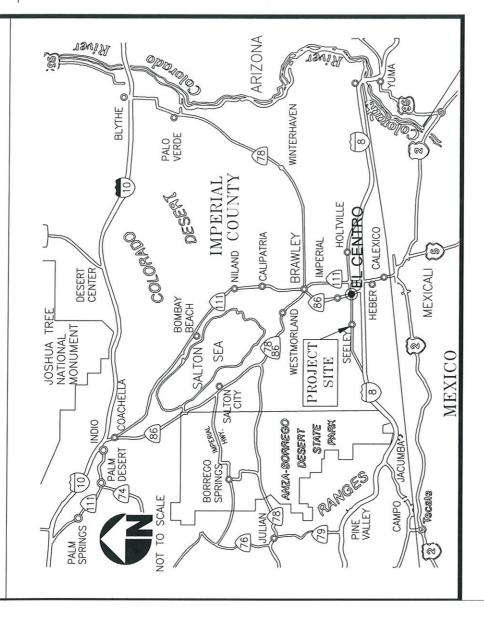
All paint shall be applied in two coats. The second coat shall be applied no less than 24 hours from application of the first coat and the first coat applied 7 days after paving.

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

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

DRAWINGS

VICINITY MAP



SHEET INDEX

- VICINITY MAP
- **LOCATION MAP**
- SITE IMPROVEMENTS

3 4

- PLAYGROUND SITE PLAN AND LAYOUT
- TYPICAL PLAYGROUND ELEVATION
- 5
- **IYPICAL SHADE STRUCTURE ELEVATION**



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IMPERIAL COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT

TITLE SHEET

SEELEY COMMUNITY PA CLIENT : COUNTY OF IN

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ARK IMPROVEMENTS PROJECT	DATE: BY: 10/28/15	.:.
IMPERIAL	JOB No. : 690115	0115



IMPERIAL COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT

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LOCATION MAP

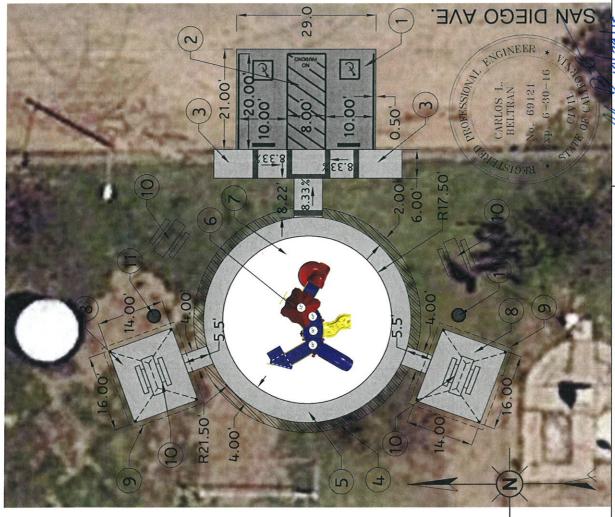
SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE. SUITE B., IMPERIAL CA. 92251 TEL. (760) 545-0162 245-U162 FAX (760) 545-0163 www.dynamicconsultingengineers.com

SCALE: NTS

CLIENT : COUNTY OF IMPERIAL

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CONSTRUCTION NOTES:

- INSTALL 3 INCHES OF ASPHALT CONCRETE PAVEMENT OVER 6 INCHES OF (95%) COMPACTED CLASS II BASE OVER 12 INCHES OF SCARIFIED (90%) COMPACTED NATIVE MATERIAL IN SIX INCH LIFTS MAXIMUM.
- PAINT ACCESSIBLE PARKING STALLS AND AISLE PER 2013 CA BUILDING CODES. INSTALL REQUIRED ACCESSIBLE PARKING SINGS. INSTALL WHEEL STOPS AT BOTH PARKING STALLS. 7
- INSTALL 6-FT P.C.C. SIDEWALK PER COUNTY OF IMPERIAL DETAIL 420. 3
- INSTALL 2-FT WIDE EARTHEN BERM SLOPED 6H TO 1V. BERM TO MATCH CONCRETE ELEVATION AT TOP AND EX. GROUND AT BOTTOM. 4
- INSTALL 4-FT PERIMETER P.C.C. SIDEWALK PER COUNTY OF IMPERIAL DETAIL 420. TOP OF SIDEWALK TO BE INSTALLED 4 INCHES ABOVE EXISTING GROUND. 2
- INSTALL PLAYGROUND SEE SHEET 4 AND SHEET 5. 9
- INSTALL RUBBER PLAYGROUND SURFACE SEE SHEETS 4 AND 5.
- INCHES OF NATIVE MATERIAL PRIOR TO PLACING CLASS II BASE. FINISH INSTALL, 16 FT BY 14 FT BY 6 INCH THICK CONCRETE SLAB WITH NO. 4 REBAR AT MID-DEPTH BOTH WAYS. PLACE CONCRETE OVER 9 INCHES OF 95% COMPACTED CLASS II BASE. SCARIFY AND RECOMPAC 12 FLOOR TO BE 0.1 FT ABOVE EXISTING GRADE. ∞
- INSTALL 18 FT BY 16 FT METAL SHADE STRUCTURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR COUNTY REVIEW AND APPROVAL ത
- CONTRACTOR TO SUBMIT SHOP DRAWINGS AND/OR SPECIFICATIONS INSTALL 8 FT COMMERCIAL RATED CONCRETE PICNIC TABLE. FOR COUNTY REVIEW AND APPROVAL. 0
- RECEPTACLE, 36-GAL. MIN. EXPOSED AGGREGATE FINISH WITH (11) INSTALL ROUND STEEL REINFORCED CONCRETE TRASH FIBER GLASS DOME

IMPERIAL COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT

SITE IMPROVEMENTS

= 20, SCALE: SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT CLIENT : COUNTY OF IMPERIAL

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CB JOB No.: 690115 10/28/15

PLAYGROUND MINIMUM REQUIREMENTS:

- AGE GROUP: 5 12 YEARS
- WARRANTY: 10 YEAR MINIMUM
- CONFINED TO AN AREA LESS THAN 35 FT DIAMETER
 - 2 SLIDE MINIMUM
- ADDITIONAL COMPONENTS: DECKS, BRIDGES AND WALL ACTIVITIES.
- BUILT-IN ACTIVITY PANELS
 - ADA TRANSFER STATION
- LANDING PADS
- APEX CLIMBING ATTACHMENT

PLAYGROUND STAND ALONE FEATURES:

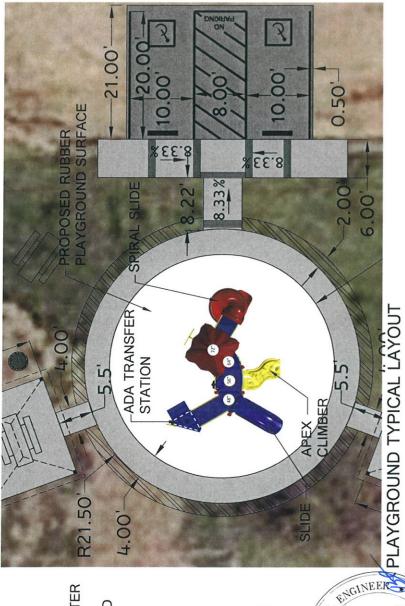
PROFESSIONAL BEITT F PROPOSED PLAYGROUND AREA (35 FT DIAMETER) FEATURES, BIDDER/VENDOR SHALL SUBMIT COST HAS SUFFICIENT AREA TO ADD STAND ALONE PROPOSALS FOR:

- SWINGS
- SPINNER
- SEESAW
- SPRING TOYS

PLAYGROUND SURFACING:

THE CIVIL OF NCLUDE SUBSURFACE DRAINAGE SYSTEM, DRAINAGE FABRIC AS REQUIRED AND CONCRETE FOOTINGS AS APPROVED SURFACE MATERIAL. SURFACING SHALL PLAYGROUND SURFACING MUST MEET ADA REQUIRED.

SURFACING MATERIAL SHALL MEET CPSC, ASTM AND PEMA REQUIREMENTS.



Exp. 6-30-16

ALTERNATIVE B AND ALTERNATIVE C IF CONTRACTOR PROVIDES MORE THAN PROJECT. PLAYGROUND ALTERNATIVES SHALL BE LABELED ALTERNATIVE A, STRUCTURE DESIGN PROPOSAL THAT MEET ALL REQUIREMENTS ON THIS CONTRACTOR/VENDOR/BIDDER SHALL SUBMIT A MINIMUM OF TWO PLAY TWO ALTERNATIVES.

- EACH PROPOSED PLAYGROUND STRUCTURE SHALL INCLUDE SCHEMATIC
- DRAWINGS SHOWING DIMENSIONS, ELEVATIONS AND LAYOUTS. VENDOR/BIDDER MUST PROVIDE A QUOTE FOR EACH PLAYGROUND DESIGN PROPOSED.
- JENDOR/BIDDER MUST INCLUDE WARRANTY INFORMATION IN THE BID PACKAGE

IMPERIAL COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT

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PLAYGROUND SITE PLAN AND LAYOUT CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE. SUITE B.,

545-0162	FAX (760) 545-0163	SEELEY	COMMUNITY	PARK	SEELEY COMMUNITY PARK IMPROVEMENTS PROJE	PROJE
www.dynamicconsultingengineers.com	, mo:	CLIENT	CLIENT : COUNTY OF IMPERI	F IMPE	RIAL	

IMPERIAL CA. 92251

TEL. (760) 545-0162

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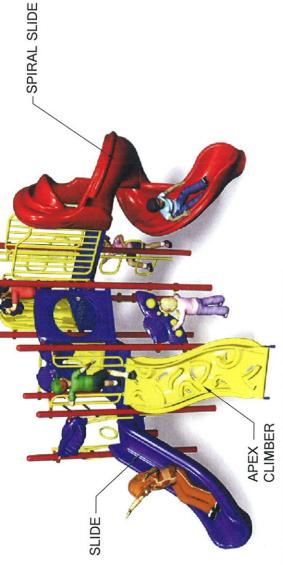
OF:

PLAYGROUND INSTALLATION INSPECTION:

CONSTRUCTION INSPECTION AND A CERTIFICATION LETTER STATING EQUIPMENT HAS BEEN PROPERLY PLAYGROUND VENDOR MUST PROVIDE POST NSTALLED.

PLAYGROUND MATERIAL MINIMUM REQ.:

- CONSTRUCTION: POWDER-COATED GALVANIZED
- TAMPER-RESISTANT STAINLESS STEEL HARDWARE THERMOPLASTIC POLYETHYLENE (PE) COATING
 - **UV RESISTANT PLASTIC COMPONENTS**
 - NO WOOD USED ON EQUIPMENT



PLAYGROUND TYPICAL ELEVATION

ALTERNATIVE B AND ALTERNATIVE C IF CONTRACTOR PROVIDES MORE THAN PROJECT. PLAYGROUND ALTERNATIVES SHALL BE LABELED ALTERNATIVE A, STRUCTURE DESIGN PROPOSAL THAT MEET ALL REQUIREMENTS ON THIS CONTRACTOR/VENDOR/BIDDER SHALL SUBMIT A MINIMUM OF TWO PLAY TWO ALTERNATIVES.

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Exp. 6-30-16

- EACH PROPOSED PLAYGROUND STRUCTURE SHALL INCLUDE SCHEMATIC DRAWINGS SHOWING DIMENSIONS, ELEVATIONS AND LAYOUTS.
- VENDOR/BIDDER MUST PROVIDE A QUOTE FOR EACH PLAYGROUND DESIGN PROPOSED.
- VENDOR/BIDDER MUST INCLUDE WARRANTY INFORMATION IN THE BID PACKAGE



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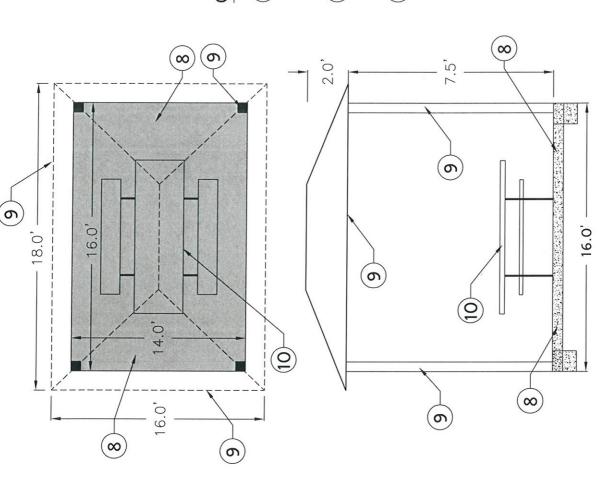
IMPERIAL COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT

TYPICAL PLAYGROUND ELEVATION

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SEELEY COMMUNITY PARK IMPROVEMENTS PROJECT	CLIENT : COUNTY OF IMPERIAL
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CONSTRUCTION NOTES:

- CONCRETE OVER 9 INCHES OF 95% COMPACTED CLASS II BASE. FINISH FLOOR TO BE 0.1 FT ABOVE EXISTING GRADE. INSTALL, 16 FT BY 14 FT BY 6 INCH THICK CONCRETE SLAB WITH NO. 4 REBAR AT MID-DEPTH BOTH WAYS. PLACE ∞
- INSTALL 18 FT BY 16 FT METAL SHADE STRUCTURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR COUNTY REVIEW AND APPROVAL. ത
- INSTALL 8 FT COMMERCIAL RATED CONCRETE PICNIC TABLE. SPECIFICATIONS FOR COUNTY REVIEW AND APPROVAL CONTRACTOR TO SUBMIT SHOP DRAWINGS AND/OR 6



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TYPICAL SHADE STRUCTURE ELEVATION

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